

Fort Bend County Bid Tabulation
Bid 25-030
Term Contract for Culverts

Term: April 1, 2025 through March 31, 2026

Recommended: Low Bidder per Item

10.1 2-2/3" X 1/2" Corrugation Full Circle Pipe, Galvanized, Conforms to AASHTO M218 (price per foot)					
16 Gauge	Lawson Number	Core & Main LP	Metal Culverts of Navasota	South Houston Concrete Pipe Co. Inc.	Wyatt Resources, Inc.
Spiral					
18"	7347	No Bid	\$ 31.90	No Bid	\$ 19.33
24"	7348	No Bid	\$ 40.91	No Bid	\$ 24.48
30"	7349	No Bid	\$ 52.95	No Bid	\$ 30.91
36"	7350	No Bid	\$ 62.62	No Bid	\$ 38.09
42"	7351	No Bid	\$ 72.80	No Bid	\$ 44.67
48"	7352	No Bid	\$ 83.13	No Bid	\$ 49.92
Rivited					
18"	1072	No Bid	No Bid	No Bid	\$ 19.20
24"	1073	No Bid	No Bid	No Bid	\$ 24.39
30"	1074	No Bid	No Bid	No Bid	\$ 30.45
36"	1075	No Bid	No Bid	No Bid	\$ 37.80
42"	1076	No Bid	No Bid	No Bid	\$ 45.69
48"	1077	No Bid	No Bid	No Bid	\$ 51.80
14 Gauge	Lawson Number	Core & Main LP	Metal Culverts of Navasota	South Houston Concrete Pipe Co. Inc.	Wyatt Resources, Inc.
Spiral					
18"	7353	No Bid	\$ 35.22	No Bid	\$ 23.18
24"	7354	No Bid	\$ 46.13	No Bid	\$ 30.92
30"	7355	No Bid	\$ 62.24	No Bid	\$ 44.67
36"	7356	No Bid	\$ 72.88	No Bid	\$ 53.60
42"	7357	No Bid	\$ 84.74	No Bid	\$ 62.53
48"	7358	No Bid	\$ 97.78	No Bid	\$ 71.46
54"	7359	No Bid	\$ 112.41	No Bid	\$ 75.97
Rivited					
18"	1078	No Bid	No Bid	No Bid	\$ 27.34
24"	1079	No Bid	No Bid	No Bid	\$ 35.45
30"	1080	No Bid	No Bid	No Bid	\$ 47.10
36"	1081	No Bid	No Bid	No Bid	\$ 55.40
42"	1082	No Bid	No Bid	No Bid	\$ 65.40
48"	1083	No Bid	No Bid	No Bid	\$ 74.10
54"	1084	No Bid	No Bid	No Bid	\$ 82.90

12 Gauge	Lawson Number	Core & Main LP	Metal Culverts of Navasota	South Houston Concrete Pipe Co. Inc.	Wyatt Resources, Inc.
Spiral					
18"	7361	No Bid	\$ 49.85	No Bid	No Bid
24"	7362	No Bid	\$ 66.47	No Bid	\$ 42.50
30"	7363	No Bid	\$ 83.09	No Bid	\$ 52.80
36"	7364	No Bid	\$ 99.72	No Bid	\$ 64.37
42"	7365	No Bid	\$ 116.34	No Bid	\$ 74.88
48"	7366	No Bid	\$ 132.97	No Bid	\$ 85.38
54"	7367	No Bid	\$ 149.59	No Bid	\$ 99.92
60"	7368	No Bid	\$ 166.21	No Bid	\$ 110.76
66"	7369	No Bid	\$ 217.43	No Bid	\$ 121.60
Rivited					
18"	1086	No Bid	No Bid	No Bid	No Bid
24"	1087	No Bid	No Bid	No Bid	\$ 49.50
30"	1088	No Bid	No Bid	No Bid	\$ 65.30
36"	1089	No Bid	No Bid	No Bid	\$ 76.60
42"	1090	No Bid	No Bid	No Bid	\$ 88.20
48"	1091	No Bid	No Bid	No Bid	\$ 100.10
54"	1092	No Bid	No Bid	No Bid	\$ 112.45
60"	1093	No Bid	No Bid	No Bid	\$ 133.14
66"	1094	No Bid	No Bid	No Bid	\$ 145.55
10.2 2-2/3" X 1/2" Corrugation Full Circle Pipe, Polymer Coated, Conforms to AASHTO M245 & M246 (price per foot)					
16 Gauge	Lawson Number	Core & Main LP	Metal Culverts of Navasota	South Houston Concrete Pipe Co. Inc.	Wyatt Resources, Inc.
Spiral					
18"	7370	No Bid	\$ 44.66	No Bid	\$ 26.43
24"	7371	No Bid	\$ 57.27	No Bid	\$ 35.88
30"	7372	No Bid	\$ 74.13	No Bid	\$ 44.83
36"	7373	No Bid	\$ 87.67	No Bid	\$ 53.55
42"	7374	No Bid	\$ 101.92	No Bid	\$ 69.77
48"	7375	No Bid	\$ 116.38	No Bid	\$ 71.79
54"	14332	No Bid	\$ 132.47	No Bid	\$ 88.73
60"	14333	No Bid	\$ 147.90	No Bid	\$ 98.63
Rivited					
18"	1095	No Bid	No Bid	No Bid	\$ 26.10
24"	1096	No Bid	No Bid	No Bid	\$ 33.83
30"	1097	No Bid	No Bid	No Bid	\$ 44.20
36"	1098	No Bid	No Bid	No Bid	\$ 52.90
42"	1099	No Bid	No Bid	No Bid	\$ 62.90
48"	1100	No Bid	No Bid	No Bid	\$ 70.80
54"	14334	No Bid	No Bid	No Bid	\$ 87.70
60"	14335	No Bid	No Bid	No Bid	\$ 97.60

14 Gauge	Lawson Number	Core & Main LP	Metal Culverts of Navasota	South Houston Concrete Pipe Co. Inc.	Wyatt Resources, Inc.
Spiral					
18"	7376	No Bid	\$ 49.30	No Bid	\$ 31.33
24"	7377	No Bid	\$ 64.58	No Bid	\$ 42.29
30"	7378	No Bid	\$ 87.14	No Bid	\$ 52.87
36"	7379	No Bid	\$ 102.03	No Bid	\$ 63.44
42"	7380	No Bid	\$ 118.64	No Bid	\$ 74.10
48"	7381	No Bid	\$ 136.86	No Bid	\$ 84.57
54"	7382	No Bid	\$ 157.37	No Bid	\$ 102.55
Rivited					
18"	1101	No Bid	No Bid	No Bid	\$ 34.20
24"	1102	No Bid	No Bid	No Bid	\$ 44.51
30"	1103	No Bid	No Bid	No Bid	\$ 58.49
36"	1104	No Bid	No Bid	No Bid	\$ 68.98
42"	1105	No Bid	No Bid	No Bid	\$ 74.00
48"	1106	No Bid	No Bid	No Bid	\$ 84.30
54"	1107	No Bid	No Bid	No Bid	\$ 102.20
12 Gauge	Lawson Number	Core & Main LP	Metal Culverts of Navasota	South Houston Concrete Pipe Co. Inc.	Wyatt Resources, Inc.
Spiral					
18"	7383	No Bid	\$ 69.79	No Bid	No Bid
24"	7384	No Bid	\$ 93.06	No Bid	\$ 56.05
30"	7385	No Bid	\$ 116.33	No Bid	\$ 68.76
36"	7386	No Bid	\$ 139.61	No Bid	\$ 82.17
42"	7387	No Bid	\$ 162.88	No Bid	\$ 96.80
48"	7388	No Bid	\$ 186.16	No Bid	\$ 110.40
54"	7389	No Bid	\$ 209.43	No Bid	\$ 137.99
60"	9936	No Bid	\$ 232.69	No Bid	\$ 152.96
Rivited					
18"	1108	No Bid	No Bid	No Bid	No Bid
24"	1109	No Bid	No Bid	No Bid	\$ 59.35
30"	1110	No Bid	No Bid	No Bid	\$ 77.71
36"	1111	No Bid	No Bid	No Bid	\$ 91.41
42"	1112	No Bid	No Bid	No Bid	\$ 105.35
48"	1113	No Bid	No Bid	No Bid	\$ 119.77
54"	1114	No Bid	No Bid	No Bid	\$ 134.44
60"	9517	No Bid	No Bid	No Bid	\$ 157.60

10.3 Pipe Bands for 2-2/3" X 1/2" Corrugation Full Circle Pipe, Polymer Coated, Conforms to AASHTO M245 & M246 - 2' long No Minimums (price per each)					
16 Gauge	Lawson Number	Core & Main LP	Metal Culverts of Navasota	South Houston Concrete Pipe Co. Inc.	Wyatt Resources, Inc.
Spiral					
18" x 24"	13751	No Bid	\$ 156.31	No Bid	\$ 85.60
24" x 24"	13752	No Bid	\$ 200.44	No Bid	\$ 121.70
30" x 24"	13753	No Bid	\$ 259.45	No Bid	\$ 131.00
36" x 24"	13754	No Bid	\$ 306.84	No Bid	\$ 191.00
42" x 24"	13755	No Bid	\$ 356.72	No Bid	\$ 205.00
48" x 24"	13756	No Bid	\$ 407.33	No Bid	\$ 221.00
54" x 24"	13757	No Bid	\$ 463.64	No Bid	\$ 282.00
60" x 24"	13758	No Bid	\$ 517.65	No Bid	\$ 312.00
Rivited					
18" x 24"	13759	No Bid	No Bid	No Bid	\$ 85.60
24" x 24"	13760	No Bid	No Bid	No Bid	\$ 121.70
30" x 24"	13761	No Bid	No Bid	No Bid	\$ 131.00
36" x 24"	13762	No Bid	No Bid	No Bid	\$ 191.00
42" x 24"	13763	No Bid	No Bid	No Bid	\$ 205.00
48" x 24"	13764	No Bid	No Bid	No Bid	\$ 221.00
14 Gauge	Lawson Number	Core & Main LP	Metal Culverts of Navasota	South Houston Concrete Pipe Co. Inc.	Wyatt Resources, Inc.
Spiral					
18" x 24"	13765	No Bid	No Bid	No Bid	\$ 111.00
24" x 24"	13766	No Bid	No Bid	No Bid	\$ 144.00
30" x 24"	13767	No Bid	No Bid	No Bid	\$ 189.00
36" x 24"	13768	No Bid	No Bid	No Bid	\$ 222.00
42" x 24"	13769	No Bid	No Bid	No Bid	\$ 261.00
48" x 24"	13770	No Bid	No Bid	No Bid	\$ 297.00
54" x 24"	13771	No Bid	No Bid	No Bid	\$ 332.00
60" x 24"	13772	No Bid	No Bid	No Bid	\$ 375.00
Rivited					
18" x 24"	13773	No Bid	No Bid	No Bid	\$ 111.00
24" x 24"	13774	No Bid	No Bid	No Bid	\$ 144.00
30" x 24"	13775	No Bid	No Bid	No Bid	\$ 189.00
36" x 24"	13776	No Bid	No Bid	No Bid	\$ 222.00
42" x 24"	13777	No Bid	No Bid	No Bid	\$ 261.00
48" x 24"	13778	No Bid	No Bid	No Bid	\$ 297.00
54" x 24"	13779	No Bid	No Bid	No Bid	\$ 332.00
60" x 24"	14336	No Bid	No Bid	No Bid	\$ 375.00

12 Gauge	Lawson Number	Core & Main LP	Metal Culverts of Navasota	South Houston Concrete Pipe Co. Inc.	Wyatt Resources, Inc.
Spiral					
18" x 24"	13780	No Bid	No Bid	No Bid	No Bid
24" x 24"	13781	No Bid	No Bid	No Bid	\$ 192.00
30" x 24"	13782	No Bid	No Bid	No Bid	\$ 249.00
36" x 24"	13783	No Bid	No Bid	No Bid	\$ 296.00
42" x 24"	13784	No Bid	No Bid	No Bid	\$ 339.00
48" x 24"	13785	No Bid	No Bid	No Bid	\$ 387.00
54" x 24"	13786	No Bid	No Bid	No Bid	\$ 435.00
60" x 24"	13787	No Bid	No Bid	No Bid	\$ 510.00
Rivited					
18" x 24"	13788	No Bid	No Bid	No Bid	No Bid
24" x 24"	13789	No Bid	No Bid	No Bid	\$ 192.00
30" x 24"	13790	No Bid	No Bid	No Bid	\$ 249.00
36" x 24"	13791	No Bid	No Bid	No Bid	\$ 296.00
42" x 24"	13792	No Bid	No Bid	No Bid	\$ 339.00
48" x 24"	13793	No Bid	No Bid	No Bid	\$ 387.00
54" x 24"	13794	No Bid	No Bid	No Bid	\$ 435.00
60" x 24"	13795	No Bid	No Bid	No Bid	\$ 510.00
10.4 2-2/3" X 1/2" Corrugation Full Circle Pipe, Aluminized, Conforms to AASHTO M36 & M274 (price per foot)					
16 Gauge	Lawson Number	Core & Main LP	Metal Culverts of Navasota	South Houston Concrete Pipe Co. Inc.	Wyatt Resources, Inc.
Spiral					
18"	7390	No Bid	\$ 35.09	No Bid	\$ 20.86
24"	7391	No Bid	\$ 45.00	No Bid	\$ 28.23
30"	7392	No Bid	\$ 58.24	No Bid	\$ 34.53
36"	7393	No Bid	\$ 68.88	No Bid	\$ 41.91
42"	7394	No Bid	\$ 80.08	No Bid	\$ 48.91
48"	7395	No Bid	\$ 91.44	No Bid	\$ 55.57
Rivited					
18"	1115	No Bid	No Bid	No Bid	\$ 23.76
24"	1116	No Bid	No Bid	No Bid	\$ 30.77
30"	1117	No Bid	No Bid	No Bid	\$ 39.95
36"	1118	No Bid	No Bid	No Bid	\$ 47.71
42"	1119	No Bid	No Bid	No Bid	\$ 56.03
48"	1120	No Bid	No Bid	No Bid	\$ 63.56

14 Gauge	Lawson Number	Core & Main LP	Metal Culverts of Navasota	South Houston Concrete Pipe Co. Inc.	Wyatt Resources, Inc.
Spiral					
18"	7396	No Bid	\$ 38.74	No Bid	\$ 25.05
24"	7397	No Bid	\$ 50.74	No Bid	\$ 33.40
30"	7398	No Bid	\$ 68.46	No Bid	\$ 41.74
36"	7399	No Bid	\$ 80.17	No Bid	\$ 50.10
42"	7400	No Bid	\$ 93.21	No Bid	\$ 59.44
48"	7401	No Bid	\$ 107.54	No Bid	\$ 66.80
54"	7402	No Bid	\$ 123.65	No Bid	\$ 83.56
Rivited					
18"	1124	No Bid	No Bid	No Bid	\$ 29.38
24"	1125	No Bid	No Bid	No Bid	\$ 38.14
30"	1126	No Bid	No Bid	No Bid	\$ 50.48
36"	1127	No Bid	No Bid	No Bid	\$ 59.42
42"	1128	No Bid	No Bid	No Bid	\$ 70.08
48"	1129	No Bid	No Bid	No Bid	\$ 79.46
54"	1130	No Bid	No Bid	No Bid	\$ 89.03
12 Gauge	Lawson Number	Core & Main LP	Metal Culverts of Navasota	South Houston Concrete Pipe Co. Inc.	Wyatt Resources, Inc.
Spiral					
18"	7403	No Bid	\$ 54.83	No Bid	No Bid
24"	7404	No Bid	\$ 73.12	No Bid	\$ 45.14
30"	7405	No Bid	\$ 91.40	No Bid	\$ 56.10
36"	7406	No Bid	\$ 109.69	No Bid	\$ 67.04
42"	7407	No Bid	\$ 127.97	No Bid	\$ 77.98
48"	7408	No Bid	\$ 146.27	No Bid	\$ 90.45
54"	7409	No Bid	\$ 164.55	No Bid	\$ 111.98
60"	7410	No Bid	\$ 182.63	No Bid	\$ 124.13
66"	7411	No Bid	\$ 239.17	No Bid	\$ 138.36
Rivited					
18"	1133	No Bid	No Bid	No Bid	No Bid
24"	1134	No Bid	No Bid	No Bid	\$ 53.80
30"	1135	No Bid	No Bid	No Bid	\$ 70.73
36"	1136	No Bid	No Bid	No Bid	\$ 83.07
42"	1137	No Bid	No Bid	No Bid	\$ 95.67
48"	1138	No Bid	No Bid	No Bid	\$ 108.65
54"	1139	No Bid	No Bid	No Bid	\$ 122.03
60"	1140	No Bid	No Bid	No Bid	\$ 143.77
66"	1141	No Bid	No Bid	No Bid	\$ 157.34

10.5 Metal Flared End Section with Hardware to Fit Corrugated Pipe, full Circle Pipe, AASHTO M218					
No Minimums (price per section)					
Size	Lawson Number	Core & Main LP	Metal Culverts of Navasota	South Houston Concrete Pipe Co. Inc.	Wyatt Resources, Inc.
12"	1142	No Bid	\$ 140.25	No Bid	\$ 111.00
15"	1143	No Bid	\$ 147.78	No Bid	\$ 141.50
18"	1144	No Bid	\$ 177.15	No Bid	\$ 183.50
24"	1145	No Bid	\$ 245.85	No Bid	\$ 274.00
30"	1146	No Bid	\$ 377.19	No Bid	\$ 499.50
36"	1147	No Bid	\$ 573.34	No Bid	\$ 807.00
42"	1148	No Bid	\$ 2,156.56	No Bid	\$ 1,520.00
48"	1149	No Bid	\$ 2,509.74	No Bid	\$ 1,768.00
54"	1150	No Bid	\$ 2,974.42	No Bid	\$ 2,095.00
60"	1151	No Bid	\$ 4,464.12	No Bid	\$ 3,145.00
66"	1152	No Bid	\$ 4,796.19	No Bid	\$ 3,379.00
72"	1153	No Bid	\$ 5,316.82	No Bid	\$ 3,747.00
78"	1154	No Bid	\$ 5,762.97	No Bid	\$ 4,061.00
10.6 T & G Reinforced Concrete Pipe Culverts, Class 3, TXDOT #464					
No Minimums (price per foot)					
Size	Lawson Number	Core & Main LP	Metal Culverts of Navasota	South Houston Concrete Pipe Co. Inc.	Wyatt Resources, Inc.
18"	1155	No Bid	\$ 41.58	\$ 35.00	No Bid
24"	1156	No Bid	\$ 61.60	\$ 48.00	No Bid
30"	1157	No Bid	\$ 90.86	\$ 60.00	No Bid
36"	1158	No Bid	\$ 123.20	\$ 90.00	No Bid
42"	1159	No Bid	\$ 160.16	No Bid	No Bid
48"	1160	No Bid	\$ 209.98	No Bid	No Bid
54"	1161	No Bid	\$ 292.60	No Bid	No Bid
60"	1162	No Bid	\$ 357.28	No Bid	No Bid
66"	14337	No Bid	No Bid	No Bid	No Bid
72"	1164	No Bid	\$ 504.00	No Bid	No Bid
78"	14338	No Bid	No Bid	No Bid	No Bid
84"	1166	No Bid	No Bid	No Bid	No Bid

10.7 Rubber Gasketed Reinforced Concrete Pipe, Class 3, TXDOT #464					
No Minimums (price per foot)					
Size	Lawson Number	Core & Main LP	Metal Culverts of Navasota	South Houston Concrete Pipe Co. Inc.	Wyatt Resources, Inc.
18"	15759	No Bid	No Bid	\$ 50.00	No Bid
24"	15760	No Bid	No Bid	\$ 68.00	No Bid
30"	15761	No Bid	No Bid	\$ 80.00	No Bid
36"	15762	No Bid	No Bid	\$ 110.00	No Bid
42"	15763	No Bid	No Bid	No Bid	No Bid
48"	15764	No Bid	No Bid	No Bid	No Bid
54"	15765	No Bid	No Bid	No Bid	No Bid
60"	15766	No Bid	No Bid	No Bid	No Bid
66"	15767	No Bid	No Bid	No Bid	No Bid
72"	15768	No Bid	No Bid	No Bid	No Bid
78"	15769	No Bid	No Bid	No Bid	No Bid
84"	15770	No Bid	No Bid	No Bid	No Bid
10.8 Sloped End Treatments, 4:1, Reinforced Concrete Pipe Culverts without bars THD #464					
No Minimums (price per each)					
Size	Lawson Number	Core & Main LP	Metal Culverts of Navasota	South Houston Concrete Pipe Co. Inc.	Wyatt Resources, Inc.
18"	13796	No Bid	\$ 577.50	No Bid	No Bid
24"	13797	No Bid	\$ 924.00	No Bid	No Bid
30"	13798	No Bid	\$ 1,501.50	No Bid	No Bid
36"	13799	No Bid	\$ 2,502.50	No Bid	No Bid
10.9 Sloped End Treatments, 6:1, Reinforced Concrete Pipe Culverts without bars THD #464					
No Minimums (price per each)					
Size	Lawson Number	Core & Main LP	Metal Culverts of Navasota	South Houston Concrete Pipe Co. Inc.	Wyatt Resources, Inc.
18"	13800	No Bid	\$ 693.00	\$ 590.00	No Bid
24"	13801	No Bid	\$ 1,155.00	\$ 880.00	No Bid
30"	13802	No Bid	\$ 2,065.00	\$ 1,195.00	No Bid
36"	13803	No Bid	\$ 3,441.20	\$ 1,526.00	No Bid
10.10 Railroad Tank Culverts					
No Minimums (price per each)					
Size	Lawson Number	Core & Main LP	Metal Culverts of Navasota	South Houston Concrete Pipe Co. Inc.	Wyatt Resources, Inc.
6' x 28'	-	No Bid	No Bid	No Bid	No Bid
6'6" x 32'	-	No Bid	No Bid	No Bid	No Bid
7'3" x 28'	-	No Bid	No Bid	No Bid	No Bid
7'3" x 32'	-	No Bid	No Bid	No Bid	No Bid
8' x 32'	-	No Bid	No Bid	No Bid	No Bid
8'6" x 32'	-	No Bid	No Bid	No Bid	No Bid
8'8" x 32'	-	No Bid	No Bid	No Bid	No Bid
9' x 40'	-	No Bid	No Bid	No Bid	No Bid

10.11 Corrugated Polyethylene Pipe (price per foot) a. Conform to AASHTO M294, Type S. b. Ends of pipe cut squarely and cleanly. c. Pipe shall be ordered in 20' joint sections. d. Couplings shall be ordered as desired. e. Couplings shall be corrugated to match the pipe corrugations.					
Pipe Size	Lawson Number	Core & Main LP	Metal Culverts of Navasota	South Houston Concrete Pipe Co. Inc.	Wyatt Resources, Inc.
8" x 20'	1184	\$ 5.36	\$ 5.95	No Bid	No Bid
10" x 20'	1185	\$ 8.53	\$ 8.07	No Bid	No Bid
12" x 20'	1186	\$ 6.86	\$ 10.38	No Bid	\$ 6.86
15" x 20'	1187	\$ 9.51	\$ 14.97	No Bid	\$ 9.51
18" x 20'	1188	\$ 13.20	\$ 18.85	No Bid	\$ 13.19
24" x 20'	1189	\$ 22.80	\$ 31.15	No Bid	\$ 22.78
30" x 20'	1190	\$ 32.92	\$ 46.10	No Bid	\$ 32.89
36" x 20'	1191	\$ 45.51	\$ 57.70	No Bid	\$ 45.51
42" x 20'	1192	\$ 56.45	\$ 76.69	No Bid	\$ 56.44
48" x 20'	1193	\$ 73.19	\$ 95.54	No Bid	\$ 73.19
60" x 20'	1194	\$ 108.25	\$ 135.31	No Bid	\$ 108.15
Coupling Size	Lawson Number	Core & Main LP	Metal Culverts of Navasota	South Houston Concrete Pipe Co. Inc.	Wyatt Resources, Inc.
8" x 20'	1195	\$ 6.05	\$ 71.64	No Bid	\$ 5.36
10" x 20'	1196	\$ 16.24	\$ 83.62	No Bid	\$ 8.53
12" x 20'	1197	\$ 18.56	\$ 88.33	No Bid	\$ 9.38
15" x 20'	1198	\$ 32.48	\$ 93.07	No Bid	\$ 15.63
18" x 20'	1199	\$ 38.66	\$ 117.01	No Bid	\$ 26.65
24" x 20'	1200	\$ 54.12	\$ 150.42	No Bid	\$ 37.56
30" x 20'	1201	\$ 129.89	\$ 181.89	No Bid	\$ 87.34
36" x 20'	1202	\$ 177.82	\$ 207.58	No Bid	\$ 121.49
42" x 20'	1203	\$ 208.74	\$ 245.82	No Bid	\$ 177.83
48" x 20'	1204	\$ 239.68	\$ 267.25	No Bid	\$ 208.75
60" x 20'	1205	\$ 363.37	\$ 466.33	No Bid	\$ 325.70
10.12 Corrugated Polyethylene T's: Conforms to AASHTO M294, Type S (price per each)					
Size	Lawson Number	Core & Main LP	Metal Culverts of Navasota	South Houston Concrete Pipe Co. Inc.	Wyatt Resources, Inc.
18" x 18" x 18"	11320	\$ 260.19	\$ 367.86	No Bid	\$ 260.20
24" x 24" x 18"	11321	\$ 395.20	\$ 560.46	No Bid	\$ 395.22
24" x 24" x 24"	11322	\$ 402.27	\$ 570.21	No Bid	\$ 402.30
30" x 30" x 30"	11323	\$ 811.77	\$ 1,149.87	No Bid	\$ 811.52

10.13 Cast Iron Inlet Grates-Round (used with boxes to drain) No Minimums (price per each)					
Standard Pedestrian Duty					
Size	Lawson Number	Core & Main LP	Metal Culverts of Navasota	South Houston Concrete Pipe Co. Inc.	Wyatt Resources, Inc.
18"	11324	\$ 733.72	\$ 277.50	No Bid	No Bid
24"	11325	\$ 1,362.31	\$ 442.50	No Bid	No Bid
30"	12523	\$ 1,647.47	\$ 937.50	No Bid	No Bid
Traffic Duty					
18"	12524	No Bid	\$ 277.50	No Bid	No Bid
24"	12525	No Bid	\$ 442.50	No Bid	No Bid
30"	12526	No Bid	\$ 937.50	No Bid	No Bid
10.14 Corrugated Dual Wall Polypropylene Pipe (price per foot) a. Conforms to AASHTO M330, ASTM F2881 Type S. b. Ends of pipe cut squarely and cleanly. c. Pipe shall be ordered in 20' joint sections. d. Couplings shall be ordered as desired. e. Couplings shall be corrugated to match the pipe corrugations.					
Pipe Size	Lawson Number	Core & Main LP	Metal Culverts of Navasota	South Houston Concrete Pipe Co. Inc.	Wyatt Resources, Inc.
12" x 20'	13038	\$ 10.20	\$ 12.13	No Bid	\$ 10.20
15" x 20'	13039	\$ 13.43	\$ 16.57	No Bid	\$ 13.43
18" x 20'	13040	\$ 18.69	\$ 23.32	No Bid	\$ 18.68
24" x 20'	13041	\$ 28.73	\$ 37.74	No Bid	\$ 28.69
30" x 20'	13042	\$ 45.07	\$ 54.60	No Bid	\$ 45.05
36" x 20'	13043	\$ 57.40	\$ 71.61	No Bid	\$ 57.35
42" x 20'	13044	\$ 68.59	\$ 95.98	No Bid	\$ 68.58
48" x 20'	13045	\$ 92.89	\$ 107.01	No Bid	\$ 92.86
60" x 20'	13046	\$ 128.63	\$ 160.84	No Bid	\$ 128.58
Coupling Size	Lawson Number	Core & Main LP	Metal Culverts of Navasota	South Houston Concrete Pipe Co. Inc.	Wyatt Resources, Inc.
12" x 20'	13049	\$ 18.56	\$ 88.33	No Bid	\$ 9.38
15" x 20'	13050	\$ 32.48	\$ 93.07	No Bid	\$ 15.63
18" x 20'	13051	\$ 38.66	\$ 117.01	No Bid	\$ 26.65
24" x 20'	13052	\$ 54.12	\$ 150.42	No Bid	\$ 37.56
30" x 20'	13053	\$ 129.89	\$ 181.89	No Bid	\$ 87.34
36" x 20'	13054	\$ 177.82	\$ 207.58	No Bid	\$ 121.49
42" x 20'	13055	\$ 208.74	\$ 245.82	No Bid	\$ 177.83
48" x 20'	13056	\$ 239.68	\$ 267.25	No Bid	\$ 208.75
60" x 20'	13057	\$ 363.37	\$ 466.33	No Bid	\$ 325.70
10.15 Corrugated Dual Wall Polypropylene T's: Conforms to AASHTO M330, ASTM F2881, Type S (price per each)					
Size	Lawson Number	Core & Main LP	Metal Culverts of Navasota	South Houston Concrete Pipe Co. Inc.	Wyatt Resources, Inc.
18" x 18" x 18"	13058	\$ 364.26	\$ 449.61	No Bid	\$ 364.25
24" x 24" x 18"	13059	\$ 553.28	\$ 685.00	No Bid	\$ 553.30
24" x 24" x 24"	13060	\$ 563.18	\$ 696.91	No Bid	\$ 563.20
30" x 30" x 30"	13061	\$ 1,136.47	\$ 1,405.39	No Bid	\$ 1,136.54



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Core & Main LP		
Business Name (if different from legal name)			
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business?
Federal ID # or S.S. #	03-0550887	SAM.gov Unique Entity ID #	
SAM.gov CAGE / NCAGE			
Publicly Traded Business	___ No <input checked="" type="checkbox"/> Yes Ticker Symbol <u>CNM</u>		
Remittance Address	7022 Easthaven Blvd		
City/State/Zip	Houston/TX/77017		
Physical Address	7022 Easthaven Blvd		
City/State/Zip	Houston/TX/77017		
Phone Number	713-378-0129		
E-mail	dalton.hale@coreandmain.com		
Contact Person	Dalton Hale		
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 # _____	Cert Date _____ Exp Date _____ _____ _____
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)	237110, 221310, 221320		
Signature of Authorized Representative	<i>Dalton Hale</i>		
Printed Name	Dalton Hale		
Title	Operations Manager		
Date	1-28-25		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

*Fort Bend County, Texas
Invitation for Bid*



*Term Contract for Purchase of Culverts
BID 25-030*

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, January 28, 2025
2:00 PM (Central)

LABEL ENVELOPE:

**BID 25-030
Culverts**

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

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

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

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

Requests for information must be in
writing and directed to:
Melissa Stavinoha
Senior Buyer
Melissa.Stavinoha@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 Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

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

- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such

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interpretations must be made in writing addressed to Ms. Melissa Stavinoha, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Melissa.Stavinoha@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 addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, January 21, 2025 at 10:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must

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

- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to

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like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be 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.

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- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing

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merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No

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application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

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

2.0 TERMS & CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

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2.7 Invoices and Payments:

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

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

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

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

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

2.10 Warranty/Price:

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

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing

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business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of

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Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

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

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

- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial

Initials of Bidder: DH

Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.

- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors to provide culverts for Fort Bend County as specified herein.

4.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2025 through March 31, 2026**, renewable annually for four (4) years (through March 31, 2030) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

5.0 TEXAS ETHICS COMMISSION FORM 1295:

- 5.1 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

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response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

5.2 On-line instructions:

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

5.2.2 Identification number used by the governmental entity is: B25-030.

5.2.3 Description is the title of the solicitation: Culverts.

5.3 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.

6.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

6.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

6.2 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.

7.0 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.

8.0 ASSIGNMENT:

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

Initials of Bidder: DH

9.0 AWARD:

This contract will be awarded to the lowest and best bidder per item.

10.0 SPECIFICATIONS and BID PRICING:

Specifications are located in the Excel pricing form downloadable from Fort Bend County's website. Provide bid prices in the electronic Excel file and return as stated in Section 1.4 and 1.5. No more than two (2) decimal places are permitted.

11.0 VENDOR STATUS:

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

12.0 DELIVERY:

- 12.1 Delivery within five (5) working days is required unless otherwise specified at time of order.
- 12.2 Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Delivery location will be specified at time of order.
- 12.3 No minimum orders, by quantity or dollar amount.

13.0 QUALITY CONTROL:

Fort Bend County reserves the right to sample and test products at time of delivery for specification compliance in the presence of the driver or vendor's representative. Costs for tests shall be borne by the Contractor in the event product fails to meet specifications. Products not in their original package will not be accepted.

14.0 REQUIRED FORMS:

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

- 14.1 Pricing Form in electronic Excel File
- 14.2 Vendor Form
- 14.3 W9 Form
- 14.4 Tax Form/Debt/Residence Certification

**The qualification of Core & Main LP
is attached here to and
incorporated by reference as
though fully set forth here in.**

Initials of Bidder: DH

**LEGAL NOTICE
INVITATION TO BIDDERS**

Sealed Bids will be received in the Office of Jaime Kovar, County Purchasing Agent, Fort Bend County, Travis Annex, 301 Jackson, Suite 201, Richmond, TX 77469 for the following until **TUESDAY, JANUARY 28, 2025 at 2:00 P.M.** (CST). All bids will then be publicly opened and read in the Office of the Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, TX 77469. Bids received after the specified time will be returned unopened. All addendums will be posted on Purchasing Agent's website located at www.fortbendcountytexas.gov.

B25-030 - TERM CONTRACT FOR PURCHASE OF CULVERTS

Unit pricing required; payment will be by check. Bonds are not required. Fort Bend County reserves the right to reject any or all bids.

Signed:
Jaime Kovar, Purchasing Agent
Fort Bend County, Richmond, Texas
281-341-8640

**Contract Sheet
Bid 25-030**

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

This memorandum of agreement made and entered into on the 25 day of February, 2025,
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
Core & Main LP (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Purchase of Culverts** 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 25 day of February 2025.

Fort Bend County, Texas

By: KP George
County Judge, KP George

By: Dalton Hale
Signature of Contractor

By: Dalton Hale Operations Manager
Printed Name and Title

**Request for Taxpayer
Identification Number and Certification**

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	Core & Main LP	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions. 1830 Craig Park Court 6 City, state, and ZIP code St. Louis, MO 63146 7 List account number(s) here (optional)	Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-				-	
or								
Employer identification number								
0	3	-	0	5	5	0	8	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person *Stacy Sambo*

Date *4.2.24*

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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 ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

Job No.: _____

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

Taxpayer Identification Number (T.I.N.): 03-0550887

Company Name submitting Bid/Proposal: Core & Main LP

Mailing Address: 7022 Easthaven Blvd Houston, TX 77017

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

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

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

Fort Bend County Tax Acct. No.*

Property address or location**

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

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

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

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

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

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

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

☒ I certify that Core & Main LP is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code
[Company Name]

§2252.001 and our principal place of business is _____.
[City and State]

**Qualifications of Core & Main LP
Submitted to Fort Bend County
B25-30 Purchase of Culverts**

Notwithstanding anything contained in any bid or contract documents to the contrary, Core & Main LP ("Core & Main") hereby qualifies its bid as follows. The bid of Core & Main and acceptance by Core & Main of any subsequent agreement is made expressly conditioned upon assent by Fort Bend County, Richmond, Texas (the "Owner"), to the following additional or different terms, which shall supersede and control over the terms of any request for bid or request for proposal, any contract documents and specifications, and any prior addenda thereto:

1. Core & Main will use commercially reasonable efforts to deliver materials only within the time specified in the bid documents or the contract. Core & Main reserves the right to extend those delivery times based on manufacturer lead times as impacted events beyond the control of Core & Main or the manufacturer including but not limited to availability of materials, availability of raw materials or component parts, global shipping delays and resin shortage. Core & Main will not be liable for liquidated damages or other delay damages arising from delays in delivery, increases in manufacturer lead times or other circumstances beyond the control of Core & Main. Availability of materials cannot be guaranteed. This term supersedes all other contractual provisions. Delivery will commence based upon manufacturer lead times at the time of order placement. The Owner shall be responsible for unloading and installation.

2. Price Lock: Core & Main reserves the right to increase prices at any time in the event of a manufacturer or subcontractor price increase. Core & Main will provide evidence of the manufacturers or subcontractor's price increase and will only increase its prices by the same percentage the manufacturers or subcontractor's prices increase. In the event the Owner objects to the price increase, the Owner will delete the affected materials or services from the contract and neither party will have any further obligation to the other with respect to the materials or services removed from the contract except the Owner will be obligated to pay for materials or services delivered. Prices in Core & Main's proposal are firm for one (1) year after execution of the agreement. Thereafter, prices may be increased annually or otherwise based on manufacturer price increases government regulations, tariffs, transportation, fuel and raw material costs. Any renewal term(s) of this agreement shall be extended upon mutually agreed upon.

3. Terms and Conditions Paragraph 4, Term of Contract, delete the first sentence in its entirety and replace it with "The term of this contract is April 1, 2025, through March 31, 2026. Any renewal term(s) of this agreement shall be extended upon mutually agreed rates, terms and conditions."

4. Warranty: The extent of the warranty to be provided for this project is set forth in the attached Core & Main LP Warranty. Core & Main has also attached the applicable manufacturer(s) warranty documentation.

5. Insurance: A Memorandum of Insurance is attached to demonstrate the level of coverage carried by Core & Main. Core & Main will not be required to provide copies of its policies and will not be required to provide Professional Liability, Builder's Risk, Owner's Protective Liability, Contractual Liability, Pollution Liability or Environmental Liability Insurance. Notwithstanding anything contained in any bid documents or contract documents to the contrary, by acceptance of Core & Main's bid or proposal, the Owner accepts Core & Main's

certificate of insurance in full compliance with all insurance requirements, including but not limited to notice provisions, coverage, language, policy limits, policy forms, self-insured retention and deductible amounts. The parties agree that Core & Main's insurance is provided on a contributory basis, and is primary, but only to the extent of the products, services, and operations of Core & Main LP.

6. Core & Main reserves the right to negotiate contract terms and conditions mutually agreeable to both parties. If the parties are unable to reach an agreement on contract terms, the parties will have the right to discontinue negotiations for the project. In that event, neither party will have any further obligation or liability to the other arising out of this solicitation or the Bid response, Core & Main will not be in default of any obligations under the bid or contract documents and Core & Main will not forfeit its bid security.

Dated this 27 day of January, 2025.

CORE & MAIN LP

Patton Hale

ADDITIONAL COVERAGE SCHEDULE

NAMED INSURED: Core & Main LP

AUTOMOBILE LIABILITY

Policy Effective & Expiration Dates: See Page 1

Limits: See Page 1

POLICY NUMBER	TYPE OF INSURANCE	LIMITS	INSURER(S) AFFORDING COVERAGE
ISA H10823766	Automobile Liability	\$2M	ACE American Insurance Company
140001151	Excess Automobile Liability	\$3M xs \$2M	QBE Specialty Insurance Company

GENERAL LIABILITY

Policy Effective & Expiration Dates: 08/01/2024-08/01/2025

POLICY NUMBER	TYPE OF INSURANCE	LIMITS	INSURER(S) AFFORDING COVERAGE
XSL G48900161	General Liability	\$1.5M	ACE American Insurance Company
MKLM6MM50000091	Excess General Liability	\$5M xs Primary	Markel American Insurance Company

WORKERS COMPENSATION & EMPLOYERS LIABILITY

Policy Effective & Expiration Dates: See Page 1

Limit: See Page 1

POLICY NUMBER	STATE	INSURER(S) AFFORDING COVERAGE
WLR C55521098	All Other States	ACE American Insurance Company
SCF C55521153	Wisconsin	ACE Fire Underwriters Insurance Company



Core & Main LP Warranty

Core & Main LP ("Seller") is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to the Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY, WHATSOEVER, FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THIS AGREEMENT, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.


Notwithstanding anything contained in any bid or contract documents to the contrary, title and risk of loss for all materials will pass to Buyer upon delivery.

THE ADS STATEMENT OF LIMITED WARRANTY

Limited Warranty. Subject to the limitations and exclusions set forth below, Seller warrants that the products to be delivered hereunder shall be free from defects in materials and workmanship in normal use and service. This warranty is applicable only to Buyer and there are no other intended beneficiaries of this warranty.

Warranty Limitations and Exclusions.

For the warranty to apply, the products must be installed in accordance with all site conditions required by state and local codes, applicable product or industry specifications

 English



Seller's obligation under this warranty shall not include any transportation charges or costs of installation.

Except as specified above, no other express warranty is given and no affirmation on Seller's part or on the part of Seller's representatives or agents, by word or act, shall constitute a warranty or otherwise alter, vary or expand the express warranty set forth above.

IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF BUYER OR ANY THIRD PARTY, including loss of production and profits, labor and materials, overhead costs or other loss or expenses incurred by Buyer or any third party.

TO THE EXTENT ALLOWED BY LAW, THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS (WHETHER EXPRESS, IMPLIED OR STATUTORY), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Claims; Remedies. All claims made under this warranty shall be presented to Seller in writing at Seller's corporate headquarters, 4640 Trueman Boulevard, Hilliard, Ohio 43026, no later than sixty (60) days after Buyer's discovery of defects in the products for which such claim is made. Any claim under this warranty that is not so presented to Seller in writing within sixty (60) days after discovery shall be deemed unconditionally waived. Seller agrees to replace those products determined by Seller to be defective and covered by this warranty. The supply of replacement products is the sole remedy of Buyer for breaches of this warranty. Seller's liability specifically excludes the cost of removal of the replaced products and/or installation of the replacement products.

Get new product info and more in advance.


Email Address

Join The List



Give Feedback



 1-800-821-6710

Pro Resources

Find a Pro

Engineers

Contractors

Distributors

Pay My Invoice

ADS Drainage Handbook

ADS Products in Civil 3D

DELEGATION OF AUTHORITY

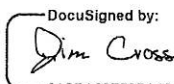
I, Jim Cross, District Manager of Core & Main LP, a Florida limited partnership (the "Company"), hereby delegate authority to Dalton Hale (the "Delegate"), to execute and deliver that certain IFB 25-030 Purchase of Culverts bid response documentation (the "Documents") to Fort Bend County, Texas and to take or cause to be taken any and all actions in connection therewith as such individual or individuals may consider necessary or desirable, with such necessity or desirability being conclusively evidenced by the actions so taken, on behalf of the Company.

This Delegation is limited to the Documents as described above.

The Delegation is personal to the Delegate. The Delegate may not further delegate the authorities granted in this Delegation.

IN WITNESS WHEREOF, I have hereunto set my hand on January 22nd, 2025.

CORE & MAIN LP

DocuSigned by:

61CBA68F53BA489...

Jim Cross, District Manager

Fort Bend County Bid Pricing Form
Bid 25-030
Term Contract for Culverts

Vendor Name:

10.1 2-2/3" X 1/2" Corrugation Full Circle Pipe, Galvanized, Conforms to AASHTO M218 (price per foot)		
16 Gauge	Lawson Number	Bid Price
Spiral		
18"	7347	No bid
24"	7348	No bid
30"	7349	No bid
36"	7350	No bid
42"	7351	No bid
48"	7352	No bid
Rivited		
18"	1072	No bid
24"	1073	No bid
30"	1074	No bid
36"	1075	No bid
42"	1076	No bid
48"	1077	No bid
14 Gauge	Lawson Number	Bid Price
Spiral		
18"	7353	No bid
24"	7354	No bid
30"	7355	No bid
36"	7356	No bid
42"	7357	No bid
48"	7358	No bid
54"	7359	No bid
Rivited		
18"	1078	No bid
24"	1079	No bid
30"	1080	No bid
36"	1081	No bid
42"	1082	No bid
48"	1083	No bid
54"	1084	No bid
12 Gauge	Lawson Number	Bid Price
Spiral		
18"	7361	No bid
24"	7362	No bid
30"	7363	No bid
36"	7364	No bid
42"	7365	No bid
48"	7366	No bid
54"	7367	No bid
60"	7368	No bid
66"	7369	No bid

		Vendor Name:	
10.1 CON'T 2-2/3" X 1/2" Corrugation Full Circle Pipe, Galvanized, Conforms to AASHTO M218 (price per foot)			
18"	1086	No bid	
24"	1087	No bid	
30"	1088	No bid	
36"	1089	No bid	
42"	1090	No bid	
48"	1091	No bid	
54"	1092	No bid	
60"	1093	No bid	
66"	1094	No bid	
10.2 2-2/3" X 1/2" Corrugation Full Circle Pipe, Polymer Coated, Conforms to AASHTO M245 & M246 (price per foot)			
16 Gauge	Lawson Number	Bid Price	
Spiral			
18"	7370	No bid	
24"	7371	No bid	
30"	7372	No bid	
36"	7373	No bid	
42"	7374	No bid	
48"	7375	No bid	
54"	14332	No bid	
60"	14333	No bid	
Rivited			
18"	1095	No bid	
24"	1096	No bid	
30"	1097	No bid	
36"	1098	No bid	
42"	1099	No bid	
48"	1100	No bid	
54"	14334	No bid	
60"	14335	No bid	
14 Gauge	Lawson Number	Bid Price	
Spiral			
18"	7376	No bid	
24"	7377	No bid	
30"	7378	No bid	
36"	7379	No bid	
42"	7380	No bid	
48"	7381	No bid	
54"	7382	No bid	
Rivited			
18"	1101	No bid	
24"	1102	No bid	
30"	1103	No bid	
36"	1104	No bid	
42"	1105	No bid	
48"	1106	No bid	
54"	1107	No bid	

	Vendor Name:	
10.2 CONT 2-2/3" X 1/2" Corrugation Full Circle Pipe, Polymer Coated, Conforms to AASHTO M245 & M246 (price per foot)		
12 Gauge	Lawson Number	Bid Price
Spiral		
18"	7383	No bid
24"	7384	No bid
30"	7385	No bid
36"	7386	No bid
42"	7387	No bid
48"	7388	No bid
54"	7389	No bid
60"	9936	No bid
Rivited		
18"	1108	No bid
24"	1109	No bid
30"	1110	No bid
36"	1111	No bid
42"	1112	No bid
48"	1113	No bid
54"	1114	No bid
60"	9517	No bid
10.3 Pipe Bands for 2-2/3" X 1/2" Corrugation Full Circle Pipe, Polymer Coated, Conforms to AASHTO M245 & M246 - 2' long No Minimums (price per each)		
16 Gauge	Lawson Number	Bid Price
Spiral		
18" x 24"	13751	No bid
24" x 24"	13752	No bid
30" x 24"	13753	No bid
36" x 24"	13754	No bid
42" x 24"	13755	No bid
48" x 24"	13756	No bid
54" x 24"	13757	No bid
60" x 24"	13758	No bid
Rivited		
18" x 24"	13759	No bid
24" x 24"	13760	No bid
30" x 24"	13761	No bid
36" x 24"	13762	No bid
42" x 24"	13763	No bid
48" x 24"	13764	No bid
14 Gauge	Lawson Number	Bid Price
Spiral		
18" x 24"	13765	No bid
24" x 24"	13766	No bid
30" x 24"	13767	No bid
36" x 24"	13768	No bid
42" x 24"	13769	No bid
48" x 24"	13770	No bid
54" x 24"	13771	No bid
60" x 24"	13772	No bid
Rivited		
18" x 24"	13773	No bid
24" x 24"	13774	No bid
30" x 24"	13775	No bid
36" x 24"	13776	No bid
42" x 24"	13777	No bid
48" x 24"	13778	No bid
54" x 24"	13779	No bid
60" x 24"	14336	No bid

	Vendor Name:	
10.3 CON'T Pipe Bands for 2-2/3" X 1/2" Corrugation Full Circle Pipe, Polymer Coated, Conforms to AASHTO M245 & M246 - 2' long No Minimums (price per each)		
12 Gauge	Lawson Number	Bid Price
Spiral		
18" x 24"	13780	No bid
24" x 24"	13781	No bid
30" x 24"	13782	No bid
36" x 24"	13783	No bid
42" x 24"	13784	No bid
48" x 24"	13785	No bid
54" x 24"	13786	No bid
60" x 24"	13787	No bid
Rivited		
18" x 24"	13788	No bid
24" x 24"	13789	No bid
30" x 24"	13790	No bid
36" x 24"	13791	No bid
42" x 24"	13792	No bid
48" x 24"	13793	No bid
54" x 24"	13794	No bid
60" x 24"	13795	No bid
10.4 2-2/3" X 1/2" Corrugation Full Circle Pipe, Aluminized, Conforms to AASHTO M36 & M274 (price per foot)		
16 Gauge	Lawson Number	Bid Price
Spiral		
18"	7390	No bid
24"	7391	No bid
30"	7392	No bid
36"	7393	No bid
42"	7394	No bid
48"	7395	No bid
Rivited		
18"	1115	No bid
24"	1116	No bid
30"	1117	No bid
36"	1118	No bid
42"	1119	No bid
48"	1120	No bid
14 Gauge	Lawson Number	Bid Price
Spiral		
18"	7396	No bid
24"	7397	No bid
30"	7398	No bid
36"	7399	No bid
42"	7400	No bid
48"	7401	No bid
54"	7402	No bid

		Vendor Name:	
10.4 CON'T 2-2/3" X 1/2" Corrugation Full Circle Pipe, Aluminized, Conforms to AASHTO M36 & M274 (price per foot)			
Rivited			
18"	1124		No bid
24"	1125		No bid
30"	1126		No bid
36"	1127		No bid
42"	1128		No bid
48"	1129		No bid
54"	1130		No bid
12 Gauge	Lawson Number	Bid Price	
Spiral			
18"	7403		No bid
24"	7404		No bid
30"	7405		No bid
36"	7406		No bid
42"	7407		No bid
48"	7408		No bid
54"	7409		No bid
60"	7410		No bid
66"	7411		No bid
Rivited			
18"	1133		No bid
24"	1134		No bid
30"	1135		No bid
36"	1136		No bid
42"	1137		No bid
48"	1138		No bid
54"	1139		No bid
60"	1140		No bid
66"	1141		No bid
10.5 Metal Flared End Section with Hardware to Fit Corrugated Pipe, full Circle Pipe, AASHTO M218 No Minimums (price per section)			
Size	Lawson Number	Bid Price	
12"	1142		No bid
15"	1143		No bid
18"	1144		No bid
24"	1145		No bid
30"	1146		No bid
36"	1147		No bid
42"	1148		No bid
48"	1149		No bid
54"	1150		No bid
60"	1151		No bid
66"	1152		No bid
72"	1153		No bid
78"	1154		No bid

		Vendor Name:	
10.6 T & G Reinforced Concrete Pipe Culverts, Class 3, TXDOT #464			No
Minimums (price per foot)			
Size	Lawson Number	Bid Price	
18"	1155	No bid	
24"	1156	No bid	
30"	1157	No bid	
36"	1158	No bid	
42"	1159	No bid	
48"	1160	No bid	
54"	1161	No bid	
60"	1162	No bid	
66"	14337	No bid	
72"	1164	No bid	
78"	14338	No bid	
84"	1166	No bid	
10.7 Rubber Gasketed Reinforced Concrete Pipe, Class 3, TXDOT #464			No
Minimums (price per foot)			
Size	Lawson Number	Bid Price	
18"	15759	No bid	
24"	15760	No bid	
30"	15761	No bid	
36"	15762	No bid	
42"	15763	No bid	
48"	15764	No bid	
54"	15765	No bid	
60"	15766	No bid	
66"	15767	No bid	
72"	15768	No bid	
78"	15769	No bid	
84"	15770	No bid	
10.8 Sloped End Treatments, 4:1, Reinforced Concrete Pipe Culverts without bars THD #464			
Size	Lawson Number	Bid Price	
18"	13796	No bid	
24"	13797	No bid	
30"	13798	No bid	
36"	13799	No bid	
10.9 Sloped End Treatments, 6:1, Reinforced Concrete Pipe Culverts without bars THD #464			No Minimums (price per each)
Size	Lawson Number	Bid Price	
18"	13800	No bid	
24"	13801	No bid	
30"	13802	No bid	
36"	13803	No bid	

		Vendor Name:	
10.10 Railroad Tank Culverts			
No Minimums (price per each)			
Size	Lawson Number	Bid Price	
6' x 28'		No bid	
6'6" x 32'		No bid	
7'3" x 28'		No bid	
7'3" x 32'		No bid	
8' x 32'		No bid	
8'6" x 32'		No bid	
8'8" x 32'		No bid	
9' x 40'		No bid	
10.11 Corrugated Polyethylene Pipe (price per foot)			
	a. Conform to AASHTO M294, Type S. b. Ends of pipe cut squarely and cleanly. c. Pipe shall be ordered in 20' joint sections. d. Couplings shall be ordered as desired. e. Couplings shall be corrugated to match the pipe corrugations.		
Size	Pipe Lawson	Bid Price	
8" x 20'	1184	5.36	
10" x 20'	1185	8.53	
12" x 20'	1186	6.86	
15" x 20'	1187	9.51	
18" x 20'	1188	13.20	
24" x 20'	1189	22.80	
30" x 20'	1190	32.92	
36" x 20'	1191	45.51	
42" x 20'	1192	56.45	
48" x 20'	1193	73.19	
60" x 20'	1194	108.25	
Size	Coupling Lawson	Bid Price	
8" x 20'	1195	Coupling 6.05	
10" x 20'	1196	Coupling 16.24	
12" x 20'	1197	Coupling 18.56	
15" x 20'	1198	Coupling 32.48	
18" x 20'	1199	Coupling 38.66	
24" x 20'	1200	Coupling 54.12	
30" x 20'	1201	Coupling 129.89	
36" x 20'	1202	Coupling 177.82	
42" x 20'	1203	Coupling 208.74	
48" x 20'	1204	Coupling 239.68	
60" x 20'	1205	Coupling 363.37	
Vendor Name:		Core & Main LP	
10.12 Corrugated Polyethylene T's: Conforms to AASHTO M294, Type S			
(price per each)			
Size	Lawson Number	Bid Price	
18" x 18" x 18"	11320	260.19	
24" x 24" x 18"	11321	395.20	
24" x 24" x 24"	11322	402.27	
30" x 30" x 30"	11323	811.77	

Vendor Name:		
10.13 Cast Iron Inlet Grates-Round (used with boxes to drain)		
No Minimums (price per each)		
Standard Pedestrian Duty		
Size	Lawson Number	Bid Price
18"	11324	733.72
24"	11325	1,362.31
30"	12523	1,647.47
Traffic Duty		
18"	12524	No bid
24"	12525	No bid
30"	12526	No bid
10.14 Corrugated Dual Wall Polypropylene Pipe (price per foot)		
	a. Conforms to AASHTO M330, ASTM , F2881 Type S b. Ends of pipe cut squarely and cleanly c. Pipe shall be ordered in 20' joint sections d. Couplings shall be ordered as desired e. Couplings shall be corrugated to match the pipe corrugations.	
Size	Pipe Lawson	Bid Price
12" x 20'	13038	10.20
15" x 20'	13039	13.43
18" x 20'	13040	18.69
24" x 20'	13041	28.73
30" x 20'	13042	45.07
36" x 20'	13043	57.40
42" x 20'	13044	68.59
48" x 20'	13045	92.89
60" x 20'	13046	128.63
Size	Coupling Lawson	Bid Price
12" x 20'	13049	Coupling 18.56
15" x 20'	13050	Coupling 32.48
18" x 20'	13051	Coupling 38.66
24" x 20'	13052	Coupling 54.12
30" x 20'	13053	Coupling 129.89
36" x 20'	13054	Coupling 177.82
42" x 20'	13055	Coupling 208.74
48" x 20'	13056	Coupling 239.68
60" x 20'	13057	Coupling 363.37
10.15 Corrugated Dual Wall Polypropylene T's: Conforms to AASHTO M330, ASTM F2881, Type S (price per each)		
Size	Lawson Number	Bid Price
18" x 18" x 18"	13058	364.26
24" x 24" x 18"	13059	553.28
24" x 24" x 24"	13060	563.18
30" x 30" x 30"	13061	1,136.47

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

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

Core & Main LP
Houston, TX United States

Certificate Number:
2025-1269081

Date Filed:
02/13/2025

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

Fort Bend County

Date Acknowledged:
02/25/2025

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

B25-030
Culverts

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Berges, James	St. Louis, MO United States	X	
	Castellano, James	St. Louis, MO United States	X	
	Cowles, Bradford A.	St. Louis, MO United States	X	
	Gipson, Dennis	St. Louis, MO United States	X	
	LeClair, Stephen	St. Louis, MO United States	X	
	Newman, Margaret	St. Louis, MO United States	X	
	Rorick, Ian	St. Louis, MO United States	X	
	Schaller, John	St. Louis, MO United States	X	
	Sleeper, Nathan	St. Louis, MO United States	X	
	Witkowski, Mark R.	St. Louis, MO United States	X	
	Zrebiec, J.L.	St. Louis, MO United States	X	
	Mazzarella, Kathleen	St. Louis, MO United States	X	
	Kimbrough, Orvin	St. Louis, MO United States	X	
	Amirthalingam, Bhavani	St. Louis, MO United States	X	
	Buck, Robert	St. Louis, MO United States	X	
	Intermediate GP, LLC, Core & Main	St. Louis, MO United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Core & Main LP
Houston, TX United States

Certificate Number:
2025-1269081

Date Filed:
02/13/2025

Date Acknowledged:
02/25/2025

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

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

B25-030
Culverts

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

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Dooley's Culverts, Inc.		
Business Name (if different from legal name)	Metal Culverts of Navasota		
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? 31 years
Federal ID # or S.S. #	74-2943582	SAM.gov Unique Entity ID #	
SAM.gov CAGE / NCAGE			
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	P.O. Box 1580 Navasota, TX 77868		
City/State/Zip	Navasota, TX 77868		
Physical Address	9753 Industrial Dr. 1		
City/State/Zip	Navasota, TX 77868		
Phone Number	936-825-7224		
E-mail	jayculverts@gmail.com		
Contact Person	Jay Dooley		
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 # _____	Cert Date _____ Exp Date _____ _____ _____
Company's gross annual receipts	<\$500,000 _____ \$5,000,000-\$16,999,999 _____	\$500,000-\$4,999,999 <input checked="" type="checkbox"/> \$17,000,000-\$22,399,999 _____	>\$22,400,000 _____
NAICs codes (Please enter all that apply)			
Signature of Authorized Representative	Jay V. Dooley II		
Printed Name	Jay V. Dooley II		
Title	Owner		
Date	01/27/2025		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

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



***Term Contract for Purchase of Culverts
BID 25-030***

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, January 28, 2025
2:00 PM (Central)**

LABEL ENVELOPE:

**BID 25-030
Culverts**

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

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

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

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

**Requests for information must be in
writing and directed to:
Melissa Stavinoha
Senior Buyer
Melissa.Stavinoha@fortbendcountytx.gov**

Vendor Responsibilities:

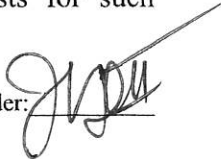
- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

1.0 GENERAL REQUIREMENTS:

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

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

- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such

Initials of Bidder: 

interpretations must be made in writing addressed to Ms. Melissa Stavinocha, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Melissa.Stavinoha@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 addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, January 21, 2025 at 10:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must

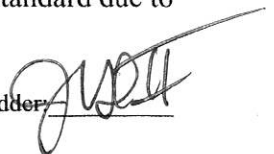
Initials of Bidder



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

- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to

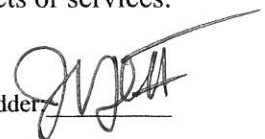
Initials of Bidder

A handwritten signature in black ink, appearing to be 'J. D. H.', is written over the 'Initials of Bidder' text.

like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

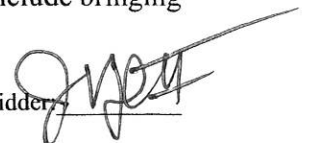
- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be 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.

Initials of Bidder



- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing

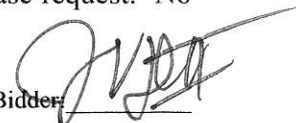
Initials of Bidder

A handwritten signature in black ink, appearing to be 'J. M. H.', written over a horizontal line.

merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No

Initials of Bidder



application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

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

2.0 TERMS & CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

Initials of Bidder:



2.7 Invoices and Payments:

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

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

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


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

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

2.10 Warranty/Price:

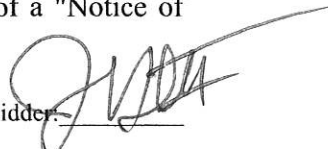
2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of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

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing

Initials of Bidder: 

business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

- 2.11 **Warranty Product:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 **Safety Warranty:** Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 **No Warranty by Fort Bend County Against Infringements:** As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 **Cancellation:** Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 **Termination:** The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of

Initials of Bidder: 

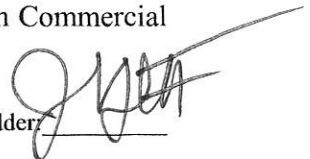
Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

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

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

- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial

Initials of Bidder



Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.

- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

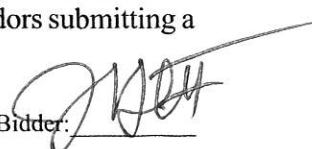
It is the intent of Fort Bend County to contract with one (1) or more vendors to provide culverts for Fort Bend County as specified herein.

4.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2025 through March 31, 2026**, renewable annually for four (4) years (through March 31, 2030) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

5.0 TEXAS ETHICS COMMISSION FORM 1295:

- 5.1 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

Initials of Bidder: 

response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

5.2 On-line instructions:

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

5.2.2 Identification number used by the governmental entity is: B25-030.

5.2.3 Description is the title of the solicitation: Culverts.

5.3 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.

6.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

6.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.


6.2 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.

7.0 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.

8.0 ASSIGNMENT:

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

Initials of Bidder: 

9.0 AWARD:

This contract will be awarded to the lowest and best bidder per item.

10.0 SPECIFICATIONS and BID PRICING:

Specifications are located in the Excel pricing form downloadable from Fort Bend County's website. Provide bid prices in the electronic Excel file and return as stated in Section 1.4 and 1.5. No more than two (2) decimal places are permitted.

11.0 VENDOR STATUS:

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

12.0 DELIVERY:

- 12.1 Delivery within five (5) working days is required unless otherwise specified at time of order.
- 12.2 Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Delivery location will be specified at time of order.
- 12.3 No minimum orders, by quantity or dollar amount.


13.0 QUALITY CONTROL:

Fort Bend County reserves the right to sample and test products at time of delivery for specification compliance in the presence of the driver or vendor's representative. Costs for tests shall be borne by the Contractor in the event product fails to meet specifications. Products not in their original package will not be accepted.

14.0 REQUIRED FORMS:

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

- 14.1 Pricing Form in electronic Excel File
- 14.2 Vendor Form
- 14.3 W9 Form
- 14.4 Tax Form/Debt/Residence Certification

Initials of Bidder: 

**Contract Sheet
Bid 25-030**

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

This memorandum of agreement made and entered into on the 25 day of February, 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
Metal Culverts of Navasota (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Purchase of Culverts** 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 25 day of February, 20 25.

Fort Bend County, Texas

By: KP George
County Judge, KP George
By: Jay V. Dooley II
Signature of Contractor
By: Jay V. Dooley II Owner
Printed Name and Title

**Request for Taxpayer
Identification Number and Certification**

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Dooley's Culverts, Inc.

2 Business name/disregarded entity name, if different from above
Metal Culverts of Navasota

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

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

5 Address (number, street, and apt. or suite no.)
P.O. Box 1580

6 City, state, and ZIP code
Navasota, TX 77868

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

7	4	-	2	9	4	3	5	8	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ **Jay L. Dooley** Date ▶ **01/27/2025**

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.

Job No.: _____

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

Taxpayer Identification Number (T.I.N.): 74-2943582

Company Name submitting Bid/Proposal: Metal Culverts of Navasota

Mailing Address: P.O. Box 1580 Navasota, TX 77868

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

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

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

Fort Bend County Tax Acct. No.*

Property address or location**

_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

Yes ☐ No ☐

If yes, attach a separate page explaining the debt.

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

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

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

✓ I certify that Metal Culverts of Navasota is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

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

Fort Bend County Bid Pricing Form
Bid 25-030
Term Contract for Culverts

Vendor Name: **METAL CULVERTS OF NAVASOTA**

10.1 2-2/3" X 1/2" Corrugation Full Circle Pipe, Galvanized, Conforms to AASHTO M218 (price per foot)		
16 Gauge	Lawson Number	Bid Price
Spiral		
18"	7347	\$31.90 LF
24"	7348	\$40.91 LF
30"	7349	\$52.95 LF
36"	7350	\$62.62 LF
42"	7351	\$72.80 LF
48"	7352	\$83.13 LF
Rivited		
18"	1072	No Longer Available
24"	1073	No Longer Available
30"	1074	No Longer Available
36"	1075	No Longer Available
42"	1076	No Longer Available
48"	1077	No Longer Available
14 Gauge	Lawson Number	Bid Price
Spiral		
18"	7353	\$35.22 LF
24"	7354	\$46.13 LF
30"	7355	\$62.24 LF
36"	7356	\$72.88 LF
42"	7357	\$84.74 LF
48"	7358	\$97.78 LF
54"	7359	\$112.41 LF
Rivited		
18"	1078	No Longer Available
24"	1079	No Longer Available
30"	1080	No Longer Available
36"	1081	No Longer Available
42"	1082	No Longer Available
48"	1083	No Longer Available
54"	1084	No Longer Available
12 Gauge	Lawson Number	Bid Price
Spiral		
18"	7361	\$49.85 LF
24"	7362	\$66.47 LF
30"	7363	\$83.09 LF
36"	7364	\$99.72 LF
42"	7365	\$116.34 LF
48"	7366	\$132.97 LF
54"	7367	\$149.59 LF
60"	7368	\$166.21 LF
66"	7369	\$217.43 LF

		Vendor Name:	METAL CULVERTS OF NAVASOTA
10.1 CON'T 2-2/3" X 1/2" Corrugation Full Circle Pipe, Galvanized, Conforms to AASHTO M218 (price per foot)			
18"	1086	No Longer Available	
24"	1087	No Longer Available	
30"	1088	No Longer Available	
36"	1089	No Longer Available	
42"	1090	No Longer Available	
48"	1091	No Longer Available	
54"	1092	No Longer Available	
60"	1093	No Longer Available	
66"	1094	No Longer Available	
10.2 2-2/3" X 1/2" Corrugation Full Circle Pipe, Polymer Coated, Conforms to AASHTO M245 & M246 (price per foot)			
16 Gauge	Lawson Number	Bid Price	
Spiral			
18"	7370	\$44.66 LF	
24"	7371	\$57.27 LF	
30"	7372	\$74.13 LF	
36"	7373	\$87.67 LF	
42"	7374	\$101.92 LF	
48"	7375	\$116.38 LF	
54"	14332	\$132.47 LF	
60"	14333	\$147.90 LF	
Rivited			
18"	1095	No Longer Available	
24"	1096	No Longer Available	
30"	1097	No Longer Available	
36"	1098	No Longer Available	
42"	1099	No Longer Available	
48"	1100	No Longer Available	
54"	14334	No Longer Available	
60"	14335	No Longer Available	
14 Gauge	Lawson Number	Bid Price	
Spiral			
18"	7376	\$49.30 LF	
24"	7377	\$64.58 LF	
30"	7378	\$87.14 LF	
36"	7379	\$102.03 LF	
42"	7380	\$118.64 LF	
48"	7381	\$136.86 LF	
54"	7382	\$157.37 LF	
Rivited			
18"	1101	No Longer Available	
24"	1102	No Longer Available	
30"	1103	No Longer Available	
36"	1104	No Longer Available	
42"	1105	No Longer Available	
48"	1106	No Longer Available	
54"	1107	No Longer Available	

	Vendor Name:	METAL CULVERTS OF NAVASOTA
10.2 CON'T 2-2/3" X 1/2" Corrugation Full Circle Pipe, Polymer Coated, Conforms to AASHTO M245 & M246 (price per foot)		
12 Gauge	Lawson Number	Bid Price
Spiral		
18"	7383	\$69.79 LF
24"	7384	\$93.06 LF
30"	7385	\$116.33 LF
36"	7386	\$139.61 LF
42"	7387	\$162.88 LF
48"	7388	\$186.16 LF
54"	7389	\$209.43 LF
60"	9936	\$232.69 LF
Rivited		
18"	1108	No Longer Available
24"	1109	No Longer Available
30"	1110	No Longer Available
36"	1111	No Longer Available
42"	1112	No Longer Available
48"	1113	No Longer Available
54"	1114	No Longer Available
60"	9517	No Longer Available
10.3 Pipe Bands for 2-2/3" X 1/2" Corrugation Full Circle Pipe, Polymer Coated, Conforms to AASHTO M245 & M246 - 2' long No Minimums (price per each)		
16 Gauge	Lawson Number	Bid Price
Spiral		
18" x 24"	13751	\$156.31 EA
24" x 24"	13752	\$200.44 EA
30" x 24"	13753	\$259.45 EA
36" x 24"	13754	\$306.84 LF
42" x 24"	13755	\$356.72 EA
48" x 24"	13756	\$407.33 EA
54" x 24"	13757	\$463.64 EA
60" x 24"	13758	\$517.65 EA
Rivited		
18" x 24"	13759	No Longer Available
24" x 24"	13760	No Longer Available
30" x 24"	13761	No Longer Available
36" x 24"	13762	No Longer Available
42" x 24"	13763	No Longer Available
48" x 24"	13764	No Longer Available
14 Gauge	Lawson Number	Bid Price
Spiral		
18" x 24"	13765	Not Available
24" x 24"	13766	Not Available
30" x 24"	13767	Not Available
36" x 24"	13768	Not Available
42" x 24"	13769	Not Available
48" x 24"	13770	Not Available
54" x 24"	13771	Not Available
60" x 24"	13772	Not Available
Rivited		
18" x 24"	13773	No Longer Available
24" x 24"	13774	No Longer Available
30" x 24"	13775	No Longer Available
36" x 24"	13776	No Longer Available
42" x 24"	13777	No Longer Available
48" x 24"	13778	No Longer Available
54" x 24"	13779	No Longer Available
60" x 24"	14336	No Longer Available

	Vendor Name:	METAL CULVERTS OF NAVASOTA
10.3 CONT Pipe Bands for 2-2/3" X 1/2" Corrugation Full Circle Pipe, Polymer Coated, Conforms to AASHTO M245 & M246 - 2' long No Minimums (price per each)		
12 Gauge	Lawson Number	Bid Price
Spiral		
18" x 24"	13780	Not Available
24" x 24"	13781	Not Available
30" x 24"	13782	Not Available
36" x 24"	13783	Not Available
42" x 24"	13784	Not Available
48" x 24"	13785	Not Available
54" x 24"	13786	Not Available
60" x 24"	13787	Not Available
Rivited		
18" x 24"	13788	No Longer Available
24" x 24"	13789	No Longer Available
30" x 24"	13790	No Longer Available
36" x 24"	13791	No Longer Available
42" x 24"	13792	No Longer Available
48" x 24"	13793	No Longer Available
54" x 24"	13794	No Longer Available
60" x 24"	13795	No Longer Available
10.4 2-2/3" X 1/2" Corrugation Full Circle Pipe, Aluminized, Conforms to AASHTO M36 & M274 (price per foot)		
16 Gauge	Lawson Number	Bid Price
Spiral		
18"	7390	\$35.09 LF
24"	7391	\$45.00 LF
30"	7392	\$58.24 LF
36"	7393	\$68.88 LF
42"	7394	\$80.08 LF
48"	7395	\$91.44 LF
Rivited		
18"	1115	No Longer Available
24"	1116	No Longer Available
30"	1117	No Longer Available
36"	1118	No Longer Available
42"	1119	No Longer Available
48"	1120	No Longer Available
14 Gauge	Lawson Number	Bid Price
Spiral		
18"	7396	\$38.74 LF
24"	7397	\$50.74 LF
30"	7398	\$68.46 LF
36"	7399	\$80.17 LF
42"	7400	\$93.21 LF
48"	7401	\$107.54 LF
54"	7402	\$123.65 LF

	Vendor Name:	METAL CULVERTS OF NAVASOTA
10.4 CONT 2-2/3" X 1/2" Corrugation Full Circle Pipe, Aluminized, Conforms to AASHTO M36 & M274 (price per foot)		
Rivited		
18"	1124	No Longer Available
24"	1125	No Longer Available
30"	1126	No Longer Available
36"	1127	No Longer Available
42"	1128	No Longer Available
48"	1129	No Longer Available
54"	1130	No Longer Available
12 Gauge	Lawson Number	Bid Price
Spiral		
18"	7403	\$54.83 LF
24"	7404	\$73.12 LF
30"	7405	\$91.40 LF
36"	7406	\$109.69 LF
42"	7407	\$127.97 LF
48"	7408	\$146.27 LF
54"	7409	\$164.55 LF
60"	7410	\$182.63 LF
66"	7411	\$239.17 LF
Rivited		
18"	1133	No Longer Available
24"	1134	No Longer Available
30"	1135	No Longer Available
36"	1136	No Longer Available
42"	1137	No Longer Available
48"	1138	No Longer Available
54"	1139	No Longer Available
60"	1140	No Longer Available
66"	1141	No Longer Available
10.5 Metal Flared End Section with Hardware to Fit Corrugated Pipe, full Circle Pipe, AASHTO M218 No Minimums (price per section)		
Size	Lawson Number	Bid Price
12"	1142	\$140.25 EA 16GA
15"	1143	\$147.78 EA 16GA
18"	1144	\$177.15 EA 16GA
24"	1145	\$245.85 EA 16GA
30"	1146	\$377.19 EA 14GA
36"	1147	\$573.34 EA 14GA
42"	1148	\$2156.56 EA 12GA
48"	1149	\$2509.74 EA 12GA
54"	1150	\$2974.42 EA 12GA
60"	1151	\$4464.12 EA 10GA
66"	1152	\$4796.19 EA 10GA
72"	1153	\$5316.82 EA 10GA
78"	1154	\$5762.97 EA 10GA

	Vendor Name:	METAL CULVERTS OF NAVASOTA
10.6 T & G Reinforced Concrete Pipe Culverts, Class 3, TXDOT #464 No Minimums (price per foot)		
Size	Lawson Number	Bid Price
18"	1155	\$41.58 LF
24"	1156	\$61.60 LF
30"	1157	\$90.86 LF
36"	1158	\$123.20 LF
42"	1159	\$160.16 LF
48"	1160	\$209.98 LF
54"	1161	\$292.60 LF
60"	1162	\$357.28 LF
66"	14337	ONLY BY SPECIAL ORDER
72"	1164	\$504.00 LF
78"	14338	ONLY BY SPECIAL ORDER
84"	1166	ONLY BY SPECIAL ORDER
10.7 Rubber Gasketed Reinforced Concrete Pipe, Class 3, TXDOT #464 No Minimums (price per foot)		
Size	Lawson Number	Bid Price
18"	15759	No Longer Available
24"	15760	No Longer Available
30"	15761	No Longer Available
36"	15762	No Longer Available
42"	15763	No Longer Available
48"	15764	No Longer Available
54"	15765	No Longer Available
60"	15766	No Longer Available
66"	15767	No Longer Available
72"	15768	No Longer Available
78"	15769	No Longer Available
84"	15770	No Longer Available
10.8 Sloped End Treatments, 4:1, Reinforced Concrete Pipe Culverts without bars THD #464		
Size	Lawson Number	Bid Price
18"	13796	\$577.50
24"	13797	\$924.00
30"	13798	\$1,501.50
36"	13799	\$2,502.50
10.9 Sloped End Treatments, 6:1, Reinforced Concrete Pipe Culverts without bars THD #464 No Minimums (price per each)		
Size	Lawson Number	Bid Price
18"	13800	\$693.00
24"	13801	\$1,155.00
30"	13802	\$2,065.00
36"	13803	\$3,441.20

	Vendor Name:	METAL CULVERTS OF NAVASOTA
10.10 Railroad Tank Culverts		
No Minimums (price per each)		
Size	Lawson Number	Bid Price
6' x 28'		No Longer Available
6'6" x 32'		No Longer Available
7'3" x 28'		No Longer Available
7'3" x 32'		No Longer Available
8' x 32'		No Longer Available
8'6" x 32'		No Longer Available
8'8" x 32'		No Longer Available
9' x 40'		No Longer Available
10.11 Corrugated Polyethylene Pipe (price per foot)		
	a. Conform to AASHTO M294, Type S. b. Ends of pipe cut squarely and cleanly. c. Pipe shall be ordered in 20' joint sections. d. Couplings shall be ordered as desired. e. Couplings shall be corrugated to match the pipe corrugations.	
Size	Pipe Lawson	Bid Price
8" x 20'	1184	\$5.95 LF
10" x 20'	1185	\$8.07 LF
12" x 20'	1186	\$10.38 LF
15" x 20'	1187	\$14.97 LF
18" x 20'	1188	\$18.85 LF
24" x 20'	1189	\$31.15 LF
30" x 20'	1190	\$46.10 LF
36" x 20'	1191	\$57.70 LF
42" x 20'	1192	\$76.69 LF
48" x 20'	1193	\$95.54 LF
60" x 20'	1194	\$135.31 LF
Size	Coupling Lawson	Bid Price
8" x 20'	1195	\$71.64 EA
10" x 20'	1196	\$83.62 EA
12" x 20'	1197	\$88.33 EA
15" x 20'	1198	\$93.07 EA
18" x 20'	1199	\$117.01 EA
24" x 20'	1200	\$150.42 EA
30" x 20'	1201	\$181.89 EA
36" x 20'	1202	\$207.58 EA
42" x 20'	1203	\$245.82 EA
48" x 20'	1204	\$267.25 EA
60" x 20'	1205	\$466.33 EA
	Vendor Name:	METAL CULVERTS OF NAVASOTA
10.12 Corrugated Polyethylene T's: Conforms to AASHTO M294, Type S (price per each)		
Size	Lawson Number	Bid Price
18" x 18" x 18"	11320	\$367.86 EA
24" x 24" x 18"	11321	\$560.46 EA
24" x 24" x 24"	11322	\$570.21 EA
30" x 30" x 30"	11323	\$1149.87 EA

		Vendor Name:	METAL CULVERTS OF NAVASOTA
10.13 Cast Iron Inlet Grates-Round (used with boxes to drain)			
No Minimums (price per each)			
Standard Pedestrian Duty			
Size	Lawson Number	Bid Price	
18"	11324	\$277.50 EA	
24"	11325	\$442.50 EA	
30"	12523	\$937.50 EA	
Traffic Duty			
18"	12524	\$277.50 EA	
24"	12525	\$442.50 EA	
30"	12526	\$937.50 EA	
10.14 Corrugated Dual Wall Polypropylene Pipe (price per foot)			
	a. Conforms to AASHTO M330, ASTM , F2881 Type S b. Ends of pipe cut squarely and cleanly c. Pipe shall be ordered in 20' joint sections d. Couplings shall be ordered as desired e. Couplings shall be corrugated to match the pipe corrugations.		
Size	Pipe Lawson	Bid Price	
12" x 20'	13038	\$12.13 LF	
15" x 20'	13039	\$16.57 LF	
18" x 20'	13040	\$23.32 LF	
24" x 20'	13041	\$37.74 LF	
30" x 20'	13042	\$54.60 LF	
36" x 20'	13043	\$71.61 LF	
42" x 20'	13044	\$95.98 LF	
48" x 20'	13045	\$107.01 LF	
60" x 20'	13046	\$160.84 LF	
Size	Coupling Lawson	Bid Price	
12" x 20'	13049	\$88.33 EA	
15" x 20'	13050	\$93.07 EA	
18" x 20'	13051	\$117.01 EA	
24" x 20'	13052	\$150.42 EA	
30" x 20'	13053	\$181.89 EA	
36" x 20'	13054	\$207.58 EA	
42" x 20'	13055	\$245.82 EA	
48" x 20'	13056	\$267.25 EA	
60" x 20'	13057	\$466.33 EA	
10.15 Corrugated Dual Wall Polypropylene T's: Conforms to AASHTO M330, ASTM F2881, Type S (price per each)			
Size	Lawson Number	Bid Price	
18" x 18" x 18"	13058	\$449.61 EA	
24" x 24" x 18"	13059	\$685.00 EA	
24" x 24" x 24"	13060	\$696.91 EA	
30" x 30" x 30"	13061	\$1405.39 EA	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Metal Culverts Of Navasota
Navasota, TX United States

Certificate Number:
2025-1269539

Date Filed:
02/13/2025

Date Acknowledged:
02/25/2025

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

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

B25-030
CULVERTS

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	South Houston Concrete Pipe Co. Inc.				
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? 49 years		
Federal ID # or S.S. #	1-74-18904469-4	SAM.gov Unique Entity ID # M9BYTTMN31A7			
SAM.gov CAGE / NCAGE	7NC82				
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____				
Remittance Address	828 Old Genoa Red Bluff Rd				
City/State/Zip	Houston/Texas/77034				
Physical Address	828 Old Genoa Red Bluff Rd				
City/State/Zip	Houston/Texas/77034				
Phone Number	281-484-7000				
E-mail	chris@southhoustonconcretepipe.com				
Contact Person	Chris Hopkins				
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 # _____	Cert Date _____ _____ _____ _____	Exp Date _____ _____ _____ _____	
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____			
	\$5,000,000-\$16,999,999 <input checked="" type="checkbox"/>	\$17,000,000-\$22,399,999 _____ >\$22,400,000 _____			
NAICs codes (Please enter all that apply)	31-33, 23				
Signature of Authorized Representative					
Printed Name	Chris Hopkins				
Title	President				
Date	January 26, 2025				

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

*Fort Bend County, Texas
Invitation for Bid*



*Term Contract for Purchase of Culverts
BID 25-030*

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, January 28, 2025
2:00 PM (Central)

LABEL ENVELOPE:

BID 25-030
Culverts

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

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

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

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

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

Vendor Responsibilities:


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

1.0 GENERAL REQUIREMENTS:

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


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

- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such

Initials of Bidder: 


interpretations must be made in writing addressed to Ms. Melissa Stavinocha, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Melissa.Stavinocha@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 addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, January 21, 2025 at 10:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must

Initials of Bidder: 

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

- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to

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like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be 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.


Initials of Bidder: 

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing

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merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No


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application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

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

2.0 TERMS & CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

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2.7 Invoices and Payments:

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

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

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


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

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

2.10 Warranty/Price:


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

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing

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business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of

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Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

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

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


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

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

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

- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial

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Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.

- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:


It is the intent of Fort Bend County to contract with one (1) or more vendors to provide culverts for Fort Bend County as specified herein.

4.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2025 through March 31, 2026**, renewable annually for four (4) years (through March 31, 2030) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

5.0 TEXAS ETHICS COMMISSION FORM 1295:

- 5.1 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

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response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

5.2 On-line instructions:

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

5.2.2 Identification number used by the governmental entity is: B25-030.

5.2.3 Description is the title of the solicitation: Culverts.

5.3 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.

6.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

6.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

6.2 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.

7.0 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.

8.0 ASSIGNMENT:

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

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9.0 AWARD:

This contract will be awarded to the lowest and best bidder per item.

10.0 SPECIFICATIONS and BID PRICING:

Specifications are located in the Excel pricing form downloadable from Fort Bend County's website. Provide bid prices in the electronic Excel file and return as stated in Section 1.4 and 1.5. No more than two (2) decimal places are permitted.

11.0 VENDOR STATUS:

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

12.0 DELIVERY:

- 12.1 Delivery within five (5) working days is required unless otherwise specified at time of order.
- 12.2 Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Delivery location will be specified at time of order.
- 12.3 No minimum orders, by quantity or dollar amount.


13.0 QUALITY CONTROL:

Fort Bend County reserves the right to sample and test products at time of delivery for specification compliance in the presence of the driver or vendor's representative. Costs for tests shall be borne by the Contractor in the event product fails to meet specifications. Products not in their original package will not be accepted.

14.0 REQUIRED FORMS:

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

- 14.1 Pricing Form in electronic Excel File
- 14.2 Vendor Form
- 14.3 W9 Form
- 14.4 Tax Form/Debt/Residence Certification

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**Contract Sheet
Bid 25-030**

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

This memorandum of agreement made and entered into on the 25 day of February, 2025
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
South Houston Concrete Pipe (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Purchase of Culverts** 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 25 day of February, 2025.

Fort Bend County, Texas

By: KP George
County Judge, KP George

By: [Signature]
Signature of Contractor

By: Chris Hopkins / 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.

South Houston Concrete Pipe Co. Inc.

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

74-18904469-4

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or
single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

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

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting
code (if any) _____

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

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

South Houston Concrete pipe Co. Inc

Requester's name and address (optional)

6 City, state, and ZIP code

828 Old Genoa Red Bluff Houston, Texas 77034

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

74 - 18904469-4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ▶

Date ▶

1/27/2025

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.: _____

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

Taxpayer Identification Number (T.I.N.): 1-74-18904469

Company Name submitting Bid/Proposal: South Houston Concrete pipe Co. Inc

Mailing Address: 828 Old Genoa Red Bluff Houston, Texas 77034

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

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

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

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

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

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

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

Yes ☒ No

If yes, attach a separate page explaining the debt.

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

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

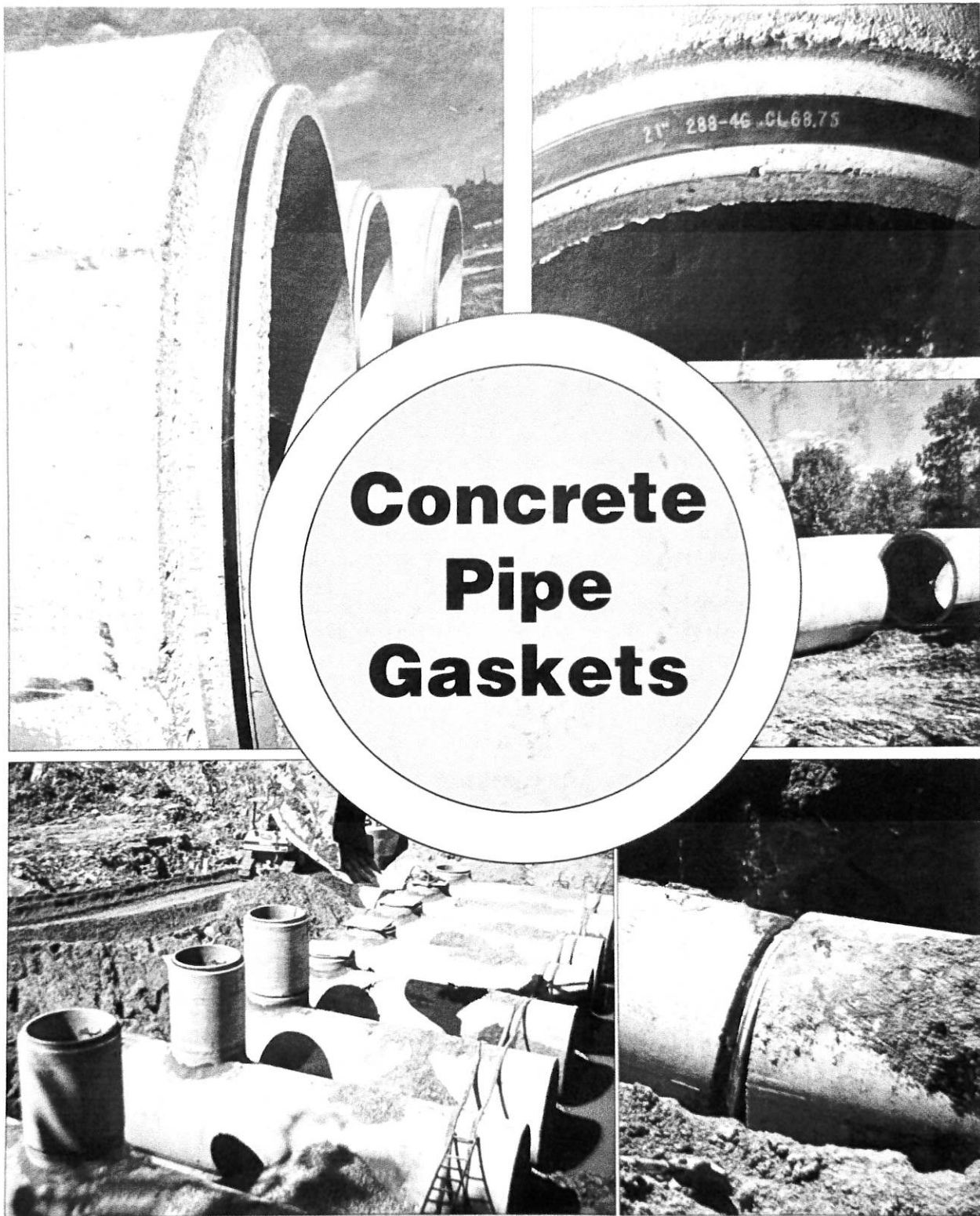
(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that South Houston Concrete Pipe Co. is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

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

CONCRETE PIPE GASKETS

CONCRETE PIPE GASKETS . . . CONCRETE PIPE GASKETS . . . CONCRETE PIPE GASKETS . . .



Concrete Pipe Gaskets



J-K Polysource

Reno, Nevada
800 526-0035

♦ **Houston, Texas**
800 536-9573

DESIGN

Design entails the selection of material, joint configuration and gasket profile.

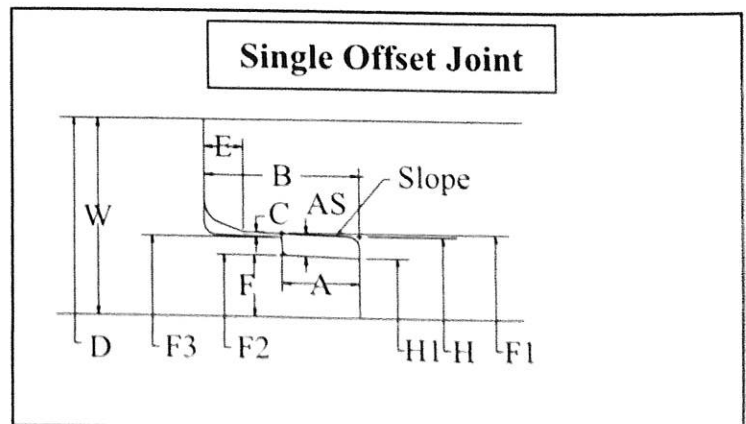
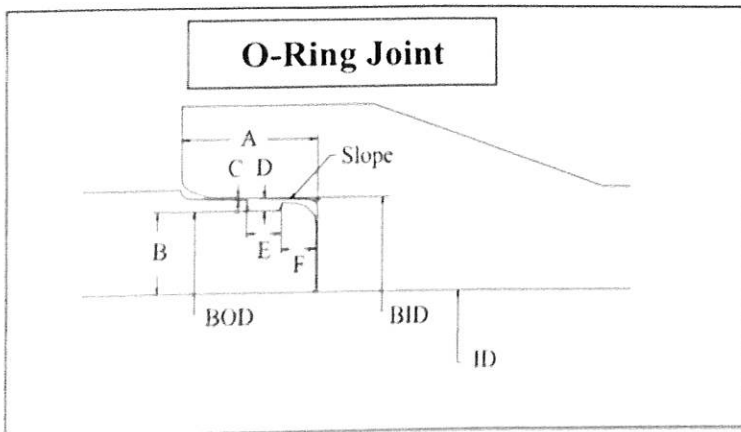
Materials

Numerous rubber compounds are available for gaskets. Selection of the appropriate material depends on the desired physical properties and chemical resistance needed for the specific application. The following rubber compounds are standard materials for gasket extrusion. Special compounds are also available upon request:

- Polyisoprene – Similar properties to natural rubber. Low cost; 1.0-3.5 ksi tensile strength; 300-750% elongation; (-)60-180°F temperature range; excellent compression set and rebound rating; excellent cracking, tear, abrasion, water, acid and impact resistance.
- Neoprene (chloroprene) – Very good ozone, cracking and sunlight resistance; 0.5-2.5 ksi tensile strength; 100-800% elongation; (-)80-300°F temperature range; excellent flame, abrasion, impact, oxidation and acid resistance; good water, petroleum and hydrocarbon oil resistance.
- Nitrile – Excellent water, tear, abrasion, hydrocarbon oil and petroleum resistance; 1.0-2.5 ksi tensile strength; 400-650% elongation; (-)40-300°F temperature range; excellent compression set.
- EPDM (ethylene-propylene) – Excellent weather, sunlight, ozone, oxidation, water, acid, alkalis, esters, and abrasion resistance; 0.3-2.5 ksi tensile strength; 100-700% elongation; (-)75-400°F temperature range.

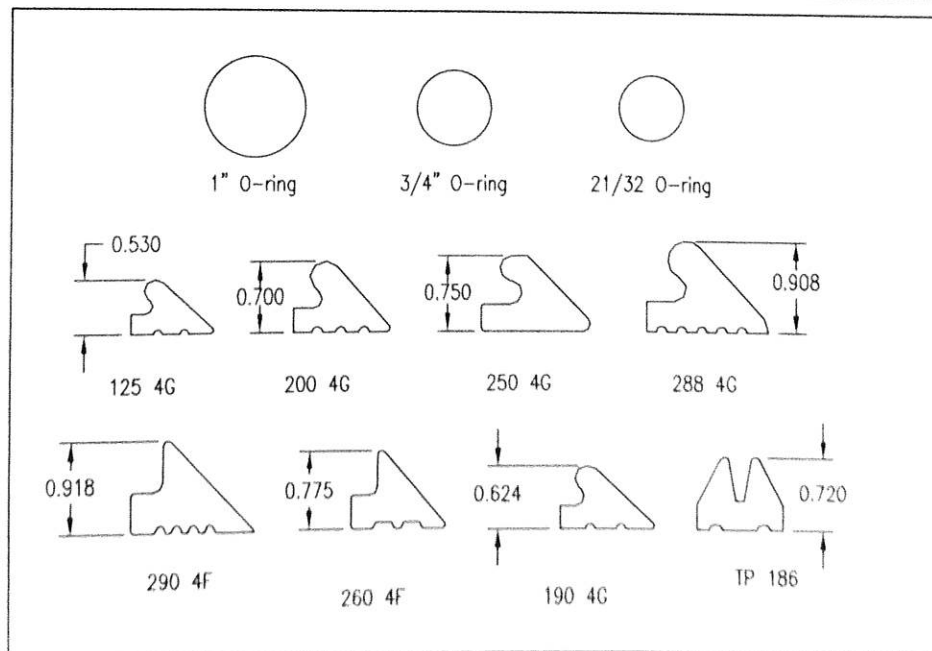
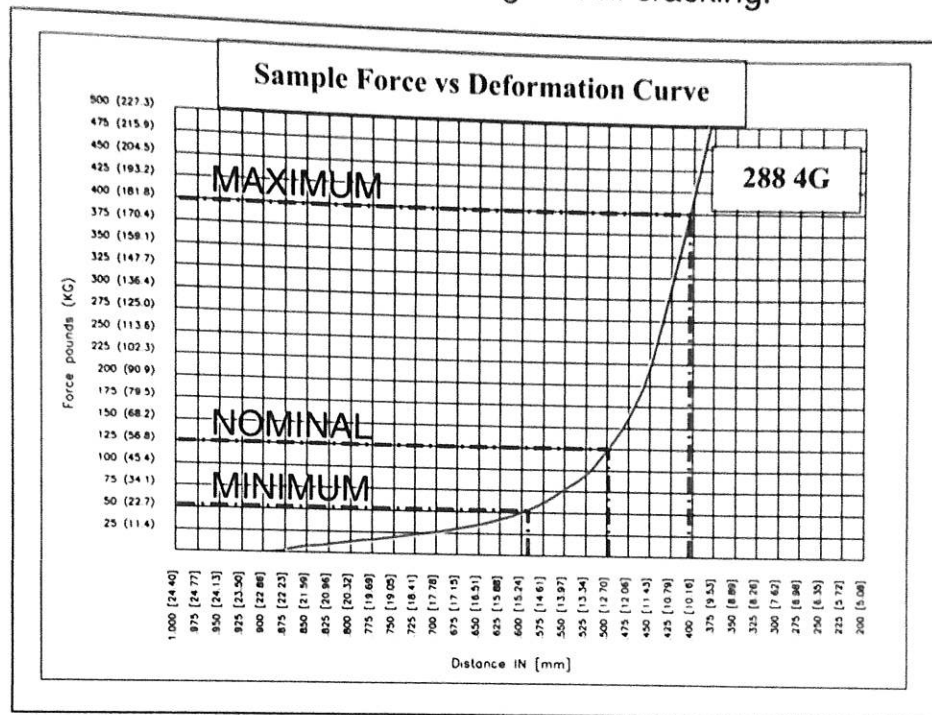
Joint Configuration

Each gasket is customized to the joint configuration provided by the pipe supplier. As a minimum, the following dimensional information must be supplied for this evaluation and design:



Gasket Profile

Each gasket profile is analyzed for its overall performance with regard to the specified joint configuration. This evaluation entails determination of the nominal, minimum and maximum joint opening and the respective deformations at these locations. Each gasket is then tested at our research laboratory and the resulting forces at these deformations provided as a force-deformation curve. These forces are then evaluated for minimum sealing force and maximum bell force to prevent leaking or bell cracking.



Sample Available Profiles
(Custom Designs Available Upon Request)

PERFORMANCE

All concrete pipe profile gaskets are designed to meet the physical requirements of ASTM C 443, "Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets." Concrete O-ring gaskets meet the physical requirements of ASTM C 361, "Standard Specification for Reinforced Concrete Low-Head Pressure Pipe." In addition to the physical property tests required for the rubber, each standard also includes optional plant hydrostatic testing to 13 psi for C443 pipe and up to 120% of the internal working pressure for C361 pipe.

Field testing is performed to the pressures indicated in the local project requirements. Testing is accomplished in accordance with the respective ASTM standards covering vacuum (negative air pressure), air or hydrostatic testing. As a minimum, all concrete pipe gaskets will meet or exceed field test pressures of 13 psi. Gaskets with ratings greater than 13 psi can be designed upon request.

TESTING

As a minimum, each gasket is tested and certified to the following requirements:

Physical Requirements for Elastomeric Seals for Concrete Pipe		
Tests	Limits	Units
Tensile Strength, minimum	1200	psi
Elongation, minimum	350	%
Hardness, Type A durometer	30 to 70	durometer
Low-Temperature Hardness (max. increase)	15	durometer
Compression Set, maximum	25	%
Ozone Resistance	no cracks	
Accelerated Aging:		
Tensile Strength, max. decrease	15	%
Elongation, max. decrease	20	%
Hardness, max. increase	8	durometer
After Water Immersion:		
Volume, max. increase	5	%

Additional physical requirements for specialty compounds can be provided for review and approval.



J-K Polysource

Reno, Nevada
800 526-0035



Houston, Texas
800 536-9573

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

South Houston Concrete Pipe Co.
Houston, TX United States

Certificate Number:
2025-1260897

Date Filed:
01/26/2025

Date Acknowledged:
02/25/2025

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

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

B25-030
Culverts

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Stone, Matt	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Wyatt Resources, Inc.												
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? 100+										
Federal ID # or S.S. #	76-0437621	SAM.gov Unique Entity ID #											
SAM.gov CAGE / NCAGE													
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____												
Remittance Address	Dept. 514, P.O. box 4346												
City/State/Zip	Houston, TX 77210-4346												
Physical Address	5623 FM 359 S												
City/State/Zip	Fulshear, TX 77441												
Phone Number	281-346-6120												
E-mail	TMechura@wyattresources.com												
Contact Person	Wyatt Resources, Inc												
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 checked="" type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # 17604376214000 Certification # _____	<table><thead><tr><th>Cert Date</th><th>Exp Date</th></tr></thead><tbody><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr></tbody></table>	Cert Date	Exp Date	_____	_____	_____	_____	_____	_____	_____	_____
Cert Date	Exp Date												
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Company's gross annual receipts	<\$500,000 _____ \$5,000,000-\$16,999,999 <small>P.O. Box 74</small> _____	\$500,000-\$4,999,999 _____ \$17,000,000-\$22,399,999 _____ >\$22,400,000 _____											
NAICs codes (Please enter all that apply)	332, 3312, 33121, 331210, 33122, 33243, 332996, 33299												
Signature of Authorized Representative													
Printed Name	Trey Mechura												
Title	Sr. Vice President Drainage Division												
Date	1/15/2025												

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

*Fort Bend County, Texas
Invitation for Bid*



*Term Contract for Purchase of Culverts
BID 25-030*

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, January 28, 2025
2:00 PM (Central)

LABEL ENVELOPE:

**BID 25-030
Culverts**

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

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

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

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

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

Vendor Responsibilities:

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

1.0 GENERAL REQUIREMENTS:

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

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

- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such

Initials of Bidder: JM

interpretations must be made in writing addressed to Ms. Melissa Stavinocha, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Melissa.Stavinocha@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 addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, January 21, 2025 at 10:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must

Initials of Bidder: SM

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

- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to


Initials of Bidder: 

like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be 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.

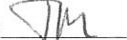
Initials of Bidder: Jm

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing

Initials of Bidder: 

merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No

Initials of Bidder: 

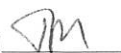
application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

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

2.0 TERMS & CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

Initials of Bidder:



2.7 Invoices and Payments:

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

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

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

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

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

2.10 Warranty/Price:

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

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing

Initials of Bidder: 

business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of

Initials of Bidder:



Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

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

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

- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial

Initials of Bidder: 

Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors to provide culverts for Fort Bend County as specified herein.

4.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2025 through March 31, 2026**, renewable annually for four (4) years (through March 31, 2030) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

5.0 TEXAS ETHICS COMMISSION FORM 1295:

- 5.1 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

Initials of Bidder: DM

response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

5.2 On-line instructions:

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

5.2.2 Identification number used by the governmental entity is: B25-030.

5.2.3 Description is the title of the solicitation: Culverts.

5.3 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.

6.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

6.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

6.2 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.

7.0 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.

8.0 ASSIGNMENT:

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

Initials of Bidder: 

9.0 AWARD:

This contract will be awarded to the lowest and best bidder per item.

10.0 SPECIFICATIONS and BID PRICING:

Specifications are located in the Excel pricing form downloadable from Fort Bend County's website. Provide bid prices in the electronic Excel file and return as stated in Section 1.4 and 1.5. No more than two (2) decimal places are permitted.

11.0 VENDOR STATUS:

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

12.0 DELIVERY:

- 12.1 Delivery within five (5) working days is required unless otherwise specified at time of order.
- 12.2 Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Delivery location will be specified at time of order.
- 12.3 No minimum orders, by quantity or dollar amount.

13.0 QUALITY CONTROL:

Fort Bend County reserves the right to sample and test products at time of delivery for specification compliance in the presence of the driver or vendor's representative. Costs for tests shall be borne by the Contractor in the event product fails to meet specifications. Products not in their original package will not be accepted.

14.0 REQUIRED FORMS:

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

- 14.1 Pricing Form in electronic Excel File
- 14.2 Vendor Form
- 14.3 W9 Form
- 14.4 Tax Form/Debt/Residence Certification

Initials of Bidder: DM

**Contract Sheet
Bid 25-030**

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

This memorandum of agreement made and entered into on the 25 day of February, 2025,
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
Wyatt Resources, Inc. (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Purchase of Culverts** 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 25 day of February 2025.

Fort Bend County, Texas

By: KP George
County Judge, KP George

By: Trey Mechura
Signature of Contractor

By: Trey Mechura - Sr. Vice President Drainage Division
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. Wyatt Resources, Inc	
	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 type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.	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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) P.O. Box 744	Requester's name and address (optional)
	6 City, state, and ZIP code Fulshear, TX 77441	
	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										
7	6		-	0	4	3	7	6	2	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ 	Date ▶ 1-27-25
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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:

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

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 ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

Job No.: _____

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

Taxpayer Identification Number (T.I.N.): 76-0437621

Company Name submitting Bid/Proposal: P.O. Box 744

Mailing Address: Fulshear, TX 77441

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**

5623 FM 359 S. Fulshear, TX 77441

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

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

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

Yes ☒ No

If yes, attach a separate page explaining the debt.

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

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

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

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

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

Fort Bend County Bid Pricing Form
Bid 25-030
Term Contract for Culverts

Vendor Name: Wyatt Resources, Inc.

10.1 2-2/3" X 1/2" Corrugation Full Circle Pipe, Galvanized, Conforms to AASHTO M218 (price per foot)		
16 Gauge	Lawson Number	Bid Price
Spiral		
18"	7347	\$ 19.33
24"	7348	\$ 24.48
30"	7349	\$ 30.91
36"	7350	\$ 38.09
42"	7351	\$ 44.67
48"	7352	\$ 49.92
Rivited		
18"	1072	\$ 19.20
24"	1073	\$ 24.39
30"	1074	\$ 30.45
36"	1075	\$ 37.80
42"	1076	\$ 45.69
48"	1077	\$ 51.80
14 Gauge	Lawson Number	Bid Price
Spiral		
18"	7353	\$ 23.18
24"	7354	\$ 30.92
30"	7355	\$ 44.67
36"	7356	\$ 53.60
42"	7357	\$ 62.53
48"	7358	\$ 71.46
54"	7359	\$ 75.97
Rivited		
18"	1078	\$ 27.34
24"	1079	\$ 35.45
30"	1080	\$ 47.10
36"	1081	\$ 55.40
42"	1082	\$ 65.40
48"	1083	\$ 74.10
54"	1084	\$ 82.90
12 Gauge	Lawson Number	Bid Price
Spiral		
18"	7361	N/A
24"	7362	\$ 42.50
30"	7363	\$ 52.80
36"	7364	\$ 64.37
42"	7365	\$ 74.88
48"	7366	\$ 85.38
54"	7367	\$ 99.92
60"	7368	\$ 110.76
66"	7369	\$ 121.60

		Vendor Name:	Wyatt Resources, Inc.
10.1 CONT 2-2/3" X 1/2" Corrugation Full Circle Pipe, Galvanized, Conforms to AASHTO M218 (price per foot)			
18"	1086	N/A	
24"	1087	\$	49.50
30"	1088	\$	65.30
36"	1089	\$	76.60
42"	1090	\$	88.20
48"	1091	\$	100.10
54"	1092	\$	112.45
60"	1093	\$	133.14
66"	1094	\$	145.55
10.2 2-2/3" X 1/2" Corrugation Full Circle Pipe, Polymer Coated, Conforms to AASHTO M245 & M246 (price per foot)			
16 Gauge	Lawson Number	Bid Price	
Spiral			
18"	7370	\$	26.43
24"	7371	\$	35.88
30"	7372	\$	44.83
36"	7373	\$	53.55
42"	7374	\$	69.77
48"	7375	\$	71.79
54"	14332	\$	88.73
60"	14333	\$	98.63
Rivited			
18"	1095	\$	26.10
24"	1096	\$	33.83
30"	1097	\$	44.20
36"	1098	\$	52.90
42"	1099	\$	62.90
48"	1100	\$	70.80
54"	14334	\$	87.70
60"	14335	\$	97.60
14 Gauge	Lawson Number	Bid Price	
Spiral			
18"	7376	\$	31.33
24"	7377	\$	42.29
30"	7378	\$	52.87
36"	7379	\$	63.44
42"	7380	\$	74.10
48"	7381	\$	84.57
54"	7382	\$	102.55
Rivited			
18"	1101	\$	34.20
24"	1102	\$	44.51
30"	1103	\$	58.49
36"	1104	\$	68.98
42"	1105	\$	74.00
48"	1106	\$	84.30
54"	1107	\$	102.20

	Vendor Name:	Wyatt Resources, Inc.	
10.2 CON'T 2-2/3" X 1/2" Corrugation Full Circle Pipe, Polymer Coated, Conforms to AASHTO M245 & M246 (price per foot)			
12 Gauge	Lawson Number	Bid Price	
Spiral			
18"	7383	N/A	
24"	7384	\$	56.05
30"	7385	\$	68.76
36"	7386	\$	82.17
42"	7387	\$	96.80
48"	7388	\$	110.40
54"	7389	\$	137.99
60"	9936	\$	152.96
Rivited			
18"	1108	N/A	
24"	1109	\$	59.35
30"	1110	\$	77.71
36"	1111	\$	91.41
42"	1112	\$	105.35
48"	1113	\$	119.77
54"	1114	\$	134.44
60"	9517	\$	157.60
10.3 Pipe Bands for 2-2/3" X 1/2" Corrugation Full Circle Pipe, Polymer Coated, Conforms to AASHTO M245 & M246 - 2' long No Minimums (price per each)			
16 Gauge	Lawson Number	Bid Price	
Spiral			
18" x 24"	13751	\$	85.60
24" x 24"	13752	\$	121.70
30" x 24"	13753	\$	131.00
36" x 24"	13754	\$	191.00
42" x 24"	13755	\$	205.00
48" x 24"	13756	\$	221.00
54" x 24"	13757	\$	282.00
60" x 24"	13758	\$	312.00
Rivited			
18" x 24"	13759	\$	85.60
24" x 24"	13760	\$	121.70
30" x 24"	13761	\$	131.00
36" x 24"	13762	\$	191.00
42" x 24"	13763	\$	205.00
48" x 24"	13764	\$	221.00
14 Gauge	Lawson Number	Bid Price	
Spiral			
18" x 24"	13765	\$	111.00
24" x 24"	13766	\$	144.00
30" x 24"	13767	\$	189.00
36" x 24"	13768	\$	222.00
42" x 24"	13769	\$	261.00
48" x 24"	13770	\$	297.00
54" x 24"	13771	\$	332.00
60" x 24"	13772	\$	375.00
Rivited			
18" x 24"	13773	\$	111.00
24" x 24"	13774	\$	144.00
30" x 24"	13775	\$	189.00
36" x 24"	13776	\$	222.00
42" x 24"	13777	\$	261.00
48" x 24"	13778	\$	297.00
54" x 24"	13779	\$	332.00
60" x 24"	14336	\$	375.00

	Vendor Name:	Wyatt Resources, Inc.
10.3 CON'T Pipe Bands for 2-2/3" X 1/2" Corrugation Full Circle Pipe, Polymer Coated, Conforms to AASHTO M245 & M246 - 2' long No Minimums (price per each)		
12 Gauge	Lawson Number	Bid Price
Spiral		
18" x 24"	13780	N/A
24" x 24"	13781	\$ 192.00
30" x 24"	13782	\$ 249.00
36" x 24"	13783	\$ 296.00
42" x 24"	13784	\$ 339.00
48" x 24"	13785	\$ 387.00
54" x 24"	13786	\$ 435.00
60" x 24"	13787	\$ 510.00
Rivited		
18" x 24"	13788	N/A
24" x 24"	13789	\$ 192.00
30" x 24"	13790	\$ 249.00
36" x 24"	13791	\$ 296.00
42" x 24"	13792	\$ 339.00
48" x 24"	13793	\$ 387.00
54" x 24"	13794	\$ 435.00
60" x 24"	13795	\$ 510.00
10.4 2-2/3" X 1/2" Corrugation Full Circle Pipe, Aluminized, Conforms to AASHTO M36 & M274 (price per foot)		
16 Gauge	Lawson Number	Bid Price
Spiral		
18"	7390	\$ 20.86
24"	7391	\$ 28.23
30"	7392	\$ 34.53
36"	7393	\$ 41.91
42"	7394	\$ 48.91
48"	7395	\$ 55.57
Rivited		
18"	1115	\$ 23.76
24"	1116	\$ 30.77
30"	1117	\$ 39.95
36"	1118	\$ 47.71
42"	1119	\$ 56.03
48"	1120	\$ 63.56
14 Gauge	Lawson Number	Bid Price
Spiral		
18"	7396	\$ 25.05
24"	7397	\$ 33.40
30"	7398	\$ 41.74
36"	7399	\$ 50.10
42"	7400	\$ 59.44
48"	7401	\$ 66.80
54"	7402	\$ 83.56

	Vendor Name:	Wyatt Resources, Inc.	
10.4 CONT 2-2/3" X 1/2" Corrugation Full Circle Pipe, Aluminized, Conforms to AASHTO M36 & M274 (price per foot)			
Rivited			
18"	1124	\$	29.38
24"	1125	\$	38.14
30"	1126	\$	50.48
36"	1127	\$	59.42
42"	1128	\$	70.08
48"	1129	\$	79.46
54"	1130	\$	89.03
12 Gauge	Lawson Number	Bid Price	
Spiral			
18"	7403	N/A	
24"	7404	\$	45.14
30"	7405	\$	56.10
36"	7406	\$	67.04
42"	7407	\$	77.98
48"	7408	\$	90.45
54"	7409	\$	111.98
60"	7410	\$	124.13
66"	7411	\$	138.36
Rivited			
18"	1133	N/A	
24"	1134	\$	53.80
30"	1135	\$	70.73
36"	1136	\$	83.07
42"	1137	\$	95.67
48"	1138	\$	108.65
54"	1139	\$	122.03
60"	1140	\$	143.77
66"	1141	\$	157.34
10.5 Metal Flared End Section with Hardware to Fit Corrugated Pipe, full Circle Pipe, AASHTO M218 No Minimums (price per section)			
Size	Lawson Number	Bid Price	
12"	1142	\$	111.00
15"	1143	\$	141.50
18"	1144	\$	183.50
24"	1145	\$	274.00
30"	1146	\$	499.50
36"	1147	\$	807.00
42"	1148	\$	1,520.00
48"	1149	\$	1,768.00
54"	1150	\$	2,095.00
60"	1151	\$	3,145.00
66"	1152	\$	3,379.00
72"	1153	\$	3,747.00
78"	1154	\$	4,061.00

		Vendor Name:	Wyatt Resources, Inc.
10.6 T & G Reinforced Concrete Pipe Culverts, Class 3, TXDOT #464			No
Minimums (price per foot)			
Size	Lawson Number	Bid Price	
18"	1155	NO BID	
24"	1156	NO BID	
30"	1157	NO BID	
36"	1158	NO BID	
42"	1159	NO BID	
48"	1160	NO BID	
54"	1161	NO BID	
60"	1162	NO BID	
66"	14337	NO BID	
72"	1164	NO BID	
78"	14338	NO BID	
84"	1166	NO BID	
10.7 Rubber Gasketed Reinforced Concrete Pipe, Class 3, TXDOT #464			No
Minimums (price per foot)			
Size	Lawson Number	Bid Price	
18"	15759	NO BID	
24"	15760	NO BID	
30"	15761	NO BID	
36"	15762	NO BID	
42"	15763	NO BID	
48"	15764	NO BID	
54"	15765	NO BID	
60"	15766	NO BID	
66"	15767	NO BID	
72"	15768	NO BID	
78"	15769	NO BID	
84"	15770	NO BID	
10.8 Sloped End Treatments, 4:1, Reinforced Concrete Pipe Culverts without bars THD #464			
Size	Lawson Number	Bid Price	
18"	13796	NO BID	
24"	13797	NO BID	
30"	13798	NO BID	
36"	13799	NO BID	
10.9 Sloped End Treatments, 6:1, Reinforced Concrete Pipe Culverts without bars THD #464			No
Minimums (price per each)			
Size	Lawson Number	Bid Price	
18"	13800	NO BID	
24"	13801	NO BID	
30"	13802	NO BID	
36"	13803	NO BID	

	Vendor Name:	Wyatt Resources, Inc.	
10.10 Railroad Tank Culverts			
No Minimums (price per each)			
Size	Lawson Number	Bid Price	
6' x 28'		NO BID	
6'6" x 32'		NO BID	
7'3" x 28'		NO BID	
7'3" x 32'		NO BID	
8' x 32'		NO BID	
8'6" x 32'		NO BID	
8'8" x 32'		NO BID	
9' x 40'		NO BID	
10.11 Corrugated Polyethylene Pipe (price per foot)			
	a. Conform to AASHTO M294, Type S. b. Ends of pipe cut squarely and cleanly. c. Pipe shall be ordered in 20' joint sections. d. Couplings shall be ordered as desired. e. Couplings shall be corrugated to match the pipe corrugations.		
Size	Pipe Lawson	Bid Price	
8" x 20'	1184	N/A	
10" x 20'	1185	N/A	
12" x 20'	1186	\$	6.86
15" x 20'	1187	\$	9.51
18" x 20'	1188	\$	13.19
24" x 20'	1189	\$	22.78
30" x 20'	1190	\$	32.89
36" x 20'	1191	\$	45.51
42" x 20'	1192	\$	56.44
48" x 20'	1193	\$	73.19
60" x 20'	1194	\$	108.15
Size	Coupling Lawson	Bid Price	
8" x 20'	1195	\$	5.36
10" x 20'	1196	\$	8.53
12" x 20'	1197	\$	9.38
15" x 20'	1198	\$	15.63
18" x 20'	1199	\$	26.65
24" x 20'	1200	\$	37.56
30" x 20'	1201	\$	87.34
36" x 20'	1202	\$	121.49
42" x 20'	1203	\$	177.83
48" x 20'	1204	\$	208.75
60" x 20'	1205	\$	325.70
	Vendor Name:	Wyatt Resources, Inc.	
10.12 Corrugated Polyethylene T's: Conforms to AASHTO M294, Type S (price per each)			
Size	Lawson Number	Bid Price	
18" x 18" x 18"	11320	\$	260.20
24" x 24" x 18"	11321	\$	395.22
24" x 24" x 24"	11322	\$	402.30
30" x 30" x 30"	11323	\$	811.52

	Vendor Name:	Wyatt Resources, Inc.
10.13 Cast Iron Inlet Grates-Round (used with boxes to drain)		
No Minimums (price per each)		
Standard Pedestrian Duty		
Size	Lawson Number	Bid Price
18"	11324	NO BID
24"	11325	NO BID
30"	12523	NO BID
Traffic Duty		
18"	12524	NO BID
24"	12525	NO BID
30"	12526	NO BID
10.14 Corrugated Dual Wall Polypropylene Pipe (price per foot)		
	a. Conforms to AASHTO M330, ASTM , F2881 Type S b. Ends of pipe cut squarely and cleanly c. Pipe shall be ordered in 20' joint sections d. Couplings shall be ordered as desired e. Couplings shall be corrugated to match the pipe corrugations.	
Size	Pipe Lawson	Bid Price
12" x 20'	13038	\$ 10.20
15" x 20'	13039	\$ 13.43
18" x 20'	13040	\$ 18.68
24" x 20'	13041	\$ 28.69
30" x 20'	13042	\$ 45.05
36" x 20'	13043	\$ 57.35
42" x 20'	13044	\$ 68.58
48" x 20'	13045	\$ 92.86
60" x 20'	13046	\$ 128.58
Size	Coupling Lawson	Bid Price
12" x 20'	13049	\$ 9.38
15" x 20'	13050	\$ 15.63
18" x 20'	13051	\$ 26.65
24" x 20'	13052	\$ 37.56
30" x 20'	13053	\$ 87.34
36" x 20'	13054	\$ 121.49
42" x 20'	13055	\$ 177.83
48" x 20'	13056	\$ 208.75
60" x 20'	13057	\$ 325.70
10.15 Corrugated Dual Wall Polypropylene T's: Conforms to AASHTO M330, ASTM F2881, Type S (price per each)		
Size	Lawson Number	Bid Price
18" x 18" x 18"	13058	\$ 364.25
24" x 24" x 18"	13059	\$ 553.30
24" x 24" x 24"	13060	\$ 563.20
30" x 30" x 30"	13061	\$ 1,136.54

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Wyatt Resources, Inc
Fulshear, TX United States

Certificate Number:
2025-1256516

Date Filed:
01/13/2025

Date Acknowledged:
02/25/2025

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

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

B25-030
Culverts

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Wyatt Resources, Inc	Fulshear, TX United States		X

5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)