Fort Bend County Tabulation
Bid 25-041
Term Contract for Earthen Road Materials

Term: April 1, 2025 through March 31, 2026

Recommendation: All bidders meeting specifications

Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 without RAP (Price Per Ton) Materials: 14145 Laydown: 14146	**717 Construction Services, LLC Richmond**	**G & S Asphalt, Inc. dba American Materials, Inc. Stafford**	**Arcosa Materials, Inc. dba ACC Houston Houston**	**Waller County Asphalt, Inc. Hempstead**	**Martin Marietta Materials Kingwood**	**Anthony Prihoda dba Prihoda Gravel Company Altair**	**Texas Materials Group, Inc. Baytown**	**Vernor Material & Equipment Co., Inc., Freeport**	**Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond**	**Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio**
Plant/Pit/Siding		$ 100.00					$ 107.00			$ 80.00
Plant to Jobsite-1st mile		$ 5.00					$ 4.50			$ 5.75
Each add'l mile		$ 0.25					$ 0.30			$ 0.30
Laydown							$ 25.00		$ 24.25	
Plant Location/s		Stafford, Angleton, Jersey Village					Arcola, Rosenberg			Rosenberg, Hockley
Minimum Order							800 Tons		800 Tons	800 Tons

Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 with RAP (Price Per Ton) Material: 14147 Laydown: 14148	**717 Construction Services, LLC Richmond**	**G & S Asphalt, Inc. dba American Materials, Inc. Stafford**	**Arcosa Materials, Inc. dba ACC Houston Houston**	**Waller County Asphalt, Inc. Hempstead**	**Martin Marietta Materials Kingwood**	**Anthony Prihoda dba Prihoda Gravel Company Altair**	**Texas Materials Group, Inc. Baytown**	**Vernor Material & Equipment Co., Inc., Freeport**	**Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond**	**Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio**
Plant/Pit/Siding		$ 76.00					$ 83.00			$ 72.00
Plant to Jobsite-1st mile		$ 5.00					$ 4.50			$ 5.75
Each add'l mile		$ 0.25					$ 0.30			$ 0.30
Laydown							$ 25.00		$ 24.25	
Plant Location/s		Stafford, Angleton, Jersey Village					Arcola, Rosenberg			Rosenberg, Hockley
Minimum Order							800 Tons		800 Tons	800 Tons

Cement Stabilized Sand, TXDOT & PT #400.5 Portland Cement, Type I, 2 sack minimum, (price per ton) Material: 14354 Laydown: 14355	**717 Construction Services, LLC Richmond**	**G & S Asphalt, Inc. dba American Materials, Inc. Stafford**	**Arcosa Materials, Inc. dba ACC Houston Houston**	**Waller County Asphalt, Inc. Hempstead**	**Martin Marietta Materials Kingwood**	**Anthony Prihoda dba Prihoda Gravel Company Altair**	**Texas Materials Group, Inc. Baytown**	**Vernor Material & Equipment Co., Inc., Freeport**	**Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond**	**Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio**
Plant/Pit/Siding										
Plant to Jobsite-1st mile										
Each add'l mile										
Laydown										
Plant Location/s										
Per 1/2 sack cement										
Minimum Order										

Flexible Base, must be free of foreign materials (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete, (price per ton) Material: 14149 Laydown: 14150	**717 Construction Services, LLC Richmond**	**G & S Asphalt, Inc. dba American Materials, Inc. Stafford**	**Arcosa Materials, Inc. dba ACC Houston Houston**	**Waller County Asphalt, Inc. Hempstead**	**Martin Marietta Materials Kingwood**	**Anthony Prihoda dba Prihoda Gravel Company Altair**	**Texas Materials Group, Inc. Baytown**	**Vernor Material & Equipment Co., Inc., Freeport**	**Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond**	**Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio**
Plant/Pit/Siding	$ 35.00	$ 24.00					$ 27.00			$ 43.00
Plant to Jobsite-1st mile	$ 6.00	$ 4.50					$ 4.00			$ 5.00
Each add'l mile	$ 1.00	$ 0.25					$ 0.30			$ 0.25
Laydown										
Plant Location/s	Richmond	Stafford					Liberty Rd, Katy			Fort Bend
Minimum Order	24 Tons						24 Tons			24 Tons

Flexible Base, must be free of foreign materials (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete with 3% cement added, (price per ton) Material: 14151	**717 Construction Services, LLC Richmond**	**G & S Asphalt, Inc. dba American Materials, Inc. Stafford**	**Arcosa Materials, Inc. dba ACC Houston Houston**	**Waller County Asphalt, Inc. Hempstead**	**Martin Marietta Materials Kingwood**	**Anthony Prihoda dba Prihoda Gravel Company Altair**	**Texas Materials Group, Inc. Baytown**	**Vernor Material & Equipment Co., Inc., Freeport**	**Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond**	**Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio**
Plant/Pit/Siding							$ 50.00			
Plant to Jobsite-1st mile							$ 4.00			
Each add'l mile							$ 0.30			
Laydown										
Plant Location/s							Liberty Rd			
Minimum Order							24 Tons			
Flexible Base, TXDOT Item 247, 3/4", Type "D", Grade "1", (price per ton) Material: 16147										
Plant/Pit/Siding							$ 70.00			
Plant to Jobsite-1st mile							$ 4.00			
Each add'l mile							$ 0.30			
Laydown										
Plant Location/s							Cedar Port			
Minimum Order							1,000 Tons			
Flexible Base, TXDOT Item 247, 1 1/2", Type "D", Grade "1", (price per ton) Material: 16148										
Plant/Pit/Siding			$ 30.00		$ 32.00		$ 47.00			
Plant to Jobsite-1st mile			$ 4.00		$ 5.60		$ 4.00			
Each add'l mile			$ 0.18		$ 0.25		$ 0.30			
Laydown										
Plant Location/s			Fresno		Rosenberg		Cedar Port			
Minimum Order			15 Tons		18 Tons		24 Tons			

Flexible Base, TXDOT Item 247, 3/4", Type "B", Grade "1", (price per ton) Material: 16149	**717 Construction Services, LLC Richmond**	**G & S Asphalt, Inc. dba American Materials, Inc. Stafford**	**Arcosa Materials, Inc. dba ACC Houston Houston**	**Waller County Asphalt, Inc. Hempstead**	**Martin Marietta Materials Kingwood**	**Anthony Prihoda dba Prihoda Gravel Company Altair**	**Texas Materials Group, Inc. Baytown**	**Vernor Material & Equipment Co., Inc., Freeport**	**Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond**	**Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio**
Plant/Pit/Siding							$ 55.00			
Plant to Jobsite-1st mile							$ 4.00			
Each add'l mile							$ 0.30			
Laydown										
Plant Location/s							Cedar Port			
Minimum Order							24 Tons			
Flexible Base, TXDOT Item 247, 1 1/2", Type "B", Grade "1", (price per ton) Material: 16150										
Plant/Pit/Siding										
Plant to Jobsite-1st mile										
Each add'l mile										
Laydown										
Plant Location/s										
Minimum Order										

Processed Pit Run, approximately 5/8" Diameter (price per ton) Material: 14152	**717 Construction Services, LLC Richmond**	**G & S Asphalt, Inc. dba American Materials, Inc. Stafford**	**Arcosa Materials, Inc. dba ACC Houston Houston**	**Waller County Asphalt, Inc. Hempstead**	**Martin Marietta Materials Kingwood**	**Anthony Prihoda dba Prihoda Gravel Company Altair**	**Texas Materials Group, Inc. Baytown**	**Vernor Material & Equipment Co., Inc., Freeport**	**Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond**	**Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio**
Plant/Pit/Siding						$ 8.25				
Plant to Jobsite-1st mile						$ 0.28				
Each add'l mile						$ 0.28				
Plant Location/s						Altair				
Minimum Order						No Minimum				

Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, without rap, Sac B, PG, 64-22 (price per ton) Material: 14154	**717 Construction Services, LLC Richmond**	**G & S Asphalt, Inc. dba American Materials, Inc. Stafford**	**Arcosa Materials, Inc. dba ACC Houston Houston**	**Waller County Asphalt, Inc. Hempstead**	**Martin Marietta Materials Kingwood**	**Anthony Prihoda dba Prihoda Gravel Company Altair**	**Texas Materials Group, Inc. Baytown**	**Vernor Material & Equipment Co., Inc., Freeport**	**Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond**	**Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio**
Plant/Pit/Siding		$ 110.00					$ 115.00			$ 90.00
Plant to Jobsite-1st mile		$ 5.00					$ 4.50			$ 5.75
Each add'l mile		$ 0.25					$ 0.30			$ 0.30
Laydown							$ 25.00		$ 24.25	
Plant Location/s		Stafford, Angleton, Jersey Village					Arcola, Rosenberg			Rosenberg, Hockley
Minimum Order							800 Tons		800 Tons	800 Tons

Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, with rap, Sac B, PG, 64-22 (price per ton) Material: 14155	717 Construction Services, LLC Richmond	G & S Asphalt, Inc. dba American Materials, Inc. Stafford	Arcosa Materials, Inc. dba ACC Houston Houston	Waller County Asphalt, Inc. Hempstead	Martin Marietta Materials Kingwood	Anthony Prihoda dba Prihoda Gravel Company Altair	Texas Materials Group, Inc. Baytown	Vernor Material & Equipment Co., Inc., Freeport	Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond	Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio
Plant/Pit/Siding		$ 83.00					$ 89.00			$ 75.00
Plant to Jobsite-1st mile		$ 5.00					$ 4.50			$ 5.75
Each add'l mile		$ 0.25					$ 0.30			$ 0.30
Laydown							$ 25.00		$ 24.25	
Plant Location/s		Stafford, Angleton, Jersey Village					Arcola, Rosenberg			Rosenberg, Hockley
Minimum Order							800 Tons		800 Tons	800 Tons

Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: TXDOT Item 350 (price per ton) Material: 14179	717 Construction Services, LLC Richmond	G & S Asphalt, Inc. dba American Materials, Inc. Stafford	Arcosa Materials, Inc. dba ACC Houston Houston	Waller County Asphalt, Inc. Hempstead	Martin Marietta Materials Kingwood	Anthony Prihoda dba Prihoda Gravel Company Altair	Texas Materials Group, Inc. Baytown	Vernor Material & Equipment Co., Inc., Freeport	Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond	Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio
Plant/Pit/Siding		$ 110.00					$125.00			
Plant to Jobsite-1st mile		$ 5.00					$4.50			
Each add'l mile		$ 0.25					$0.30			
Laydown										
Plant Location/s		Stafford					Navigation			
Minimum Order							24 Tons			

Pre-coated Coverstone: PB-3 (price per ton) Material: 141587	717 Construction Services, LLC Richmond	G & S Asphalt, Inc. dba American Materials, Inc. Stafford	Arcosa Materials, Inc. dba ACC Houston Houston	Waller County Asphalt, Inc. Hempstead	Martin Marietta Materials Kingwood	Anthony Prihoda dba Prihoda Gravel Company Altair	Texas Materials Group, Inc. Baytown	Vernor Material & Equipment Co., Inc., Freeport	Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond	Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio
Plant/Pit/Siding							$ 75.00			$ 40.00
Plant to Jobsite-1st mile							$ 4.50			
Each add'l mile							$ 0.30			$ 0.24
Laydown										
Plant Location/s							Arcola, Rosenberg			Dabney
Minimum Order							400 Tons			24 Tons

Pre-coated Coverstone: PB-4 & PB5 (price per ton) Material: 14159	717 Construction Services, LLC Richmond	G & S Asphalt, Inc. dba American Materials, Inc. Stafford	Arcosa Materials, Inc. dba ACC Houston Houston	Waller County Asphalt, Inc. Hempstead	Martin Marietta Materials Kingwood	Anthony Prihoda dba Prihoda Gravel Company Altair	Texas Materials Group, Inc. Baytown	Vernor Material & Equipment Co., Inc., Freeport	Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond	Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio
Plant/Pit/Siding PB4							$ 80.00			$ 39.00
Plant/Pit/Siding PB5							$ 80.00			$ 39.00
Plant to Jobsite-1st mile							$ 4.50			
Each add'l mile							$ 0.30			$ 0.24
Laydown										
Plant Location/s							Arcola, Rosenberg			Dabney
Minimum Order							400 Tons			24 Tons

Pulverizing Only Existing Asphalt and/or Base Road (price per Linear Foot) Labor: 14168	**717 Construction Services, LLC Richmond**	**G & S Asphalt, Inc. dba American Materials, Inc. Stafford**	**Arcosa Materials, Inc. dba ACC Houston Houston**	**Waller County Asphalt, Inc. Hempstead**	**Martin Marietta Materials Kingwood**	**Anthony Prihoda dba Prihoda Gravel Company Altair**	**Texas Materials Group, Inc. Baytown**	**Vernor Material & Equipment Co., Inc., Freeport**	**Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond**	**Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio**
Up to a depth of 2" Material: 14161							$ 8.50		$ 6.00	
Up to a depth of 4" Material: 14162							$ 15.00		$ 10.00	
Up to a depth of 6" Material: 14163							$ 22.50		$ 14.00	
Up to a depth of 8" Material: 14164							$ 30.00		$ 18.00	
Up to a depth of 10" Material: 14165							$ 38.00		$ 22.00	
Up to a depth of 12" Material: 14166							$ 45.00		$ 26.00	
Up to a depth of 14" Material: 14167							$ 53.00		$ 30.00	
Pulverizing Existing Materials In-Place per Linear Foot Material: 14168							$ 10.00		$ 7.00	
Contractor will credit Fort Bend County for Pulverized Material:										
Transported by Fort Bend County vehicles Material: 14169							$ 8.00		$ 50.00	$ 50.00
Transported by contractor's vehicles Material: 14170							$ 2.00		$ 10.00	$ 10.00

Recycled Asphalt, Screened, 3" Diameter Maximum (price per ton)	**717 Construction Services, LLC Richmond**	**G & S Asphalt, Inc. dba American Materials, Inc. Stafford**	**Arcosa Materials, Inc. dba ACC Houston Houston**	**Waller County Asphalt, Inc. Hempstead**	**Martin Marietta Materials Kingwood**	**Anthony Prihoda dba Prihoda Gravel Company Altair**	**Texas Materials Group, Inc. Baytown**	**Vernor Material & Equipment Co., Inc., Freeport**	**Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond**	**Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio**
Plant/Pit/Siding			$ 30.00							
Plant to Jobsite-1st mile			$ 4.00							
Each add'l mile			$ 0.18							
Laydown										
Plant Location/s			Fresno							
Minimum Order			15 Tons							

Field Sand (price per cubic yard) Material: 15822	**717 Construction Services, LLC Richmond**	**G & S Asphalt, Inc. dba American Materials, Inc. Stafford**	**Arcosa Materials, Inc. dba ACC Houston Houston**	**Waller County Asphalt, Inc. Hempstead**	**Martin Marietta Materials Kingwood**	**Anthony Prihoda dba Prihoda Gravel Company Altair**	**Texas Materials Group, Inc. Baytown**	**Vernor Material & Equipment Co., Inc., Freeport**	**Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond**	**Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio**
Plant/Pit/Siding										
Plant to Jobsite-1st mile										
Each add'l mile										
Plant Location										
Minimum Order										

Fly Ash (price per ton) Material: 15823	**717 Construction Services, LLC Richmond**	**G & S Asphalt, Inc. dba American Materials, Inc. Stafford**	**Arcosa Materials, Inc. dba ACC Houston Houston**	**Waller County Asphalt, Inc. Hempstead**	**Martin Marietta Materials Kingwood**	**Anthony Prihoda dba Prihoda Gravel Company Altair**	**Texas Materials Group, Inc. Baytown**	**Vernor Material & Equipment Co., Inc., Freeport**	**Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond**	**Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio**
Plant/Pit/Siding										
Plant to Jobsite-1st mile										
Each add'l mile										
Laydown										
Plant Location/s										
Minimum Order										

Fly Ash Stabilized Road Mix 50/50: Material: 15824	**717 Construction Services, LLC Richmond**	**G & S Asphalt, Inc. dba American Materials, Inc. Stafford**	**Arcosa Materials, Inc. dba ACC Houston Houston**	**Waller County Asphalt, Inc. Hempstead**	**Martin Marietta Materials Kingwood**	**Anthony Prihoda dba Prihoda Gravel Company Altair**	**Texas Materials Group, Inc. Baytown**	**Vernor Material & Equipment Co., Inc., Freeport**	**Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond**	**Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio**
Plant/Pit/Siding										
Plant to Jobsite-1st mile										
Each add'l mile										
Plant Location										
Minimum Order										

Texas ASPPM Grade IV Cold Mix - Road repair material, (price per ton) Material: 14180	**717 Construction Services, LLC Richmond**	**G & S Asphalt, Inc. dba American Materials, Inc. Stafford**	**Arcosa Materials, Inc. dba ACC Houston Houston**	**Waller County Asphalt, Inc. Hempstead**	**Martin Marietta Materials Kingwood**	**Anthony Prihoda dba Prihoda Gravel Company Altair**	**Texas Materials Group, Inc. Baytown**	**Vernor Material & Equipment Co., Inc., Freeport**	**Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond**	**Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio**
Plant/Pit/Siding				$ 110.00						
Plant to Jobsite-1st mile				$ 0.38						
Each add'l mile				$ 0.38						
Laydown										
Plant Location/s				Fairgrounds Rd.						
Minimum Order				25 Tons						

Limestone Rock Asphalt - TXDOT Item DMS-9210 LRA, Type CC, D, AA, (price per ton) Material: 16382	**717 Construction Services, LLC Richmond**	**G & S Asphalt, Inc. dba American Materials, Inc. Stafford**	**Arcosa Materials, Inc. dba ACC Houston Houston**	**Waller County Asphalt, Inc. Hempstead**	**Martin Marietta Materials Kingwood**	**Anthony Prihoda dba Prihoda Gravel Company Altair**	**Texas Materials Group, Inc. Baytown**	**Vernor Material & Equipment Co., Inc., Freeport**	**Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond**	**Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio**
Plant/Pit/Siding										$ 72.00
Plant to Jobsite-1st mile										
Each add'l mile										$ 0.24
Laydown										
Plant Location/s										Dabney
Minimum Order										24 Tons

Lime and Lime Slurry - TXDOT Item 264 Material: 14177	717 Construction Services, LLC Richmond	G & S Asphalt, Inc. dba American Materials, Inc. Stafford	Arcosa Materials, Inc. dba ACC Houston Houston	Waller County Asphalt, Inc. Hempstead	Martin Marietta Materials Kingwood	Anthony Prihoda dba Prihoda Gravel Company Altair	Texas Materials Group, Inc. Baytown	Vernor Material & Equipment Co., Inc., Freeport	Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond	Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio
31% Dry solids										
35% Dry solids										
46% Dry solids										

Type A Hydrated Lime: TXDOT Item 264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers (price per ton) Material: 14178	717 Construction Services, LLC Richmond	G & S Asphalt, Inc. dba American Materials, Inc. Stafford	Arcosa Materials, Inc. dba ACC Houston Houston	Waller County Asphalt, Inc. Hempstead	Martin Marietta Materials Kingwood	Anthony Prihoda dba Prihoda Gravel Company Altair	Texas Materials Group, Inc. Baytown	Vernor Material & Equipment Co., Inc., Freeport	Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond	Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio
Delivered and Applied at Jobsite										
Plant Location/s										

Asphalt aggregate, limestone Type D, 7/16" by #4 graduation (price per ton) Material: 14171	717 Construction Services, LLC Richmond	G & S Asphalt, Inc. dba American Materials, Inc. Stafford	Arcosa Materials, Inc. dba ACC Houston Houston	Waller County Asphalt, Inc. Hempstead	Martin Marietta Materials Kingwood	Anthony Prihoda dba Prihoda Gravel Company Altair	Texas Materials Group, Inc. Baytown	Vernor Material & Equipment Co., Inc., Freeport	Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond	Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio
Plant/Pit/Siding							$ 60.00			$ 51.25
Plant to Jobsite-1st mile							$ 4.00			$ 5.00
Each add'l mile							$ 0.30			$ 0.25
Plant Location/s							Cedar Port, Arcola			Stafford
Minimum Order							800 Tons			24 Tons

Type C, Hot Mix Asphaltic Concrete Pavement: TXDOT Item 341, Class A aggregates with PG7622 oil (price per ton) Material: 14172	717 Construction Services, LLC Richmond	G & S Asphalt, Inc. dba American Materials, Inc. Stafford	Arcosa Materials, Inc. dba ACC Houston Houston	Waller County Asphalt, Inc. Hempstead	Martin Marietta Materials Kingwood	Anthony Prihoda dba Prihoda Gravel Company Altair	Texas Materials Group, Inc. Baytown	Vernor Material & Equipment Co., Inc., Freeport	Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond	Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio
Plant/Pit/Siding		$ 115.00					$ 125.00			$ 105.00
Plant to Jobsite-1st mile		$ 5.00					$ 4.50			$ 5.75
Each add'l mile		$ 0.25					$ 0.30			$ 0.30
Plant Location/s		Stafford, Angleton, Jersey Village					Arcola, Rosenberg			Rosenberg, Hockley
Minimum Order							800 Tons			800 Tons

623 Traprock Grade 3, TXDOT Item 302 (price per ton) Material: 14173	717 Construction Services, LLC Richmond	G & S Asphalt, Inc. dba American Materials, Inc. Stafford	Arcosa Materials, Inc. dba ACC Houston Houston	Waller County Asphalt, Inc. Hempstead	Martin Marietta Materials Kingwood	Anthony Prihoda dba Prihoda Gravel Company Altair	Texas Materials Group, Inc. Baytown	Vernor Material & Equipment Co., Inc., Freeport	Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond	Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio
Plant/Pit/Siding										
Plant to Jobsite-1st mile										
Each add'l mile										
Plant Location/s										
Minimum Order										

623 Traprock Grade 5, TXDOT Item 302 (price per ton) Material: 14174	717 Construction Services, LLC Richmond	G & S Asphalt, Inc. dba American Materials, Inc. Stafford	Arcosa Materials, Inc. dba ACC Houston Houston	Waller County Asphalt, Inc. Hempstead	Martin Marietta Materials Kingwood	Anthony Prihoda dba Prihoda Gravel Company Altair	Texas Materials Group, Inc. Baytown	Vernor Material & Equipment Co., Inc., Freeport	Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond	Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio
Plant/Pit/Siding										
Plant to Jobsite-1st mile										
Each add'l mile										
Plant Location/s										
Minimum Order										

Bullrock 3" x 5" (price per ton) Material: 14175	717 Construction Services, LLC Richmond	G & S Asphalt, Inc. dba American Materials, Inc. Stafford	Arcosa Materials, Inc. dba ACC Houston Houston	Waller County Asphalt, Inc. Hempstead	Martin Marietta Materials Kingwood	Anthony Prihoda dba Prihoda Gravel Company Altair	Texas Materials Group, Inc. Baytown	Vernor Material & Equipment Co., Inc., Freeport	Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond	Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio
Plant/Pit/Siding	$ 58.00	$ 40.00	$ 44.00		$ 60.00	$ 17.25	$ 40.00			$ 53.00
Plant to Jobsite-1st mile	$ 6.00	$ 4.50	$ 4.00		$ 5.60	$ 0.28	$ 4.00			$ 5.00
Each add'l mile	$ 1.00	$ 0.25	$ 0.18		$ 0.25	$ 0.28	$ 0.30			$ 0.25
Plant Location/s	Richmond	Stafford	Fresno		Rosenberg	Altair	Liberty Rd			Stafford
Installation										
Minimum Order	24 Tons		15 Tons		18 Tons		24 Tons			24 Tons

Rip Rap, Grade 1, 12" to 18" (price per ton) Material: 14176	717 Construction Services, LLC Richmond	G & S Asphalt, Inc. dba American Materials, Inc. Stafford	Arcosa Materials, Inc. dba ACC Houston Houston	Waller County Asphalt, Inc. Hempstead	Martin Marietta Materials Kingwood	Anthony Prihoda dba Prihoda Gravel Company Altair	Texas Materials Group, Inc. Baytown	Vernor Material & Equipment Co., Inc., Freeport	Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond	Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio
Plant/Pit/Siding	$ 95.00	$ 70.00	$ 72.00		$ 80.00		$ 70.00			$ 85.00
Plant to Jobsite-1st mile	$ 6.00	$ 4.50	$ 5.00		$ 10.00		$ 4.00			$ 6.00
Each add'l mile	$ 1.00	$ 0.25	$ 0.18		$ 2.00		$ 0.30			$ 0.30
Plant Location/s	Richmond	Stafford	Fresno		Arcola		Liberty Rd			Houston Port
Minimum Order	24 Tons		15 Tons		24 Tons		24 Tons			24 Tons

Limestone Base 1 1/2" (price per ton) Material: 15818	717 Construction Services, LLC Richmond	G & S Asphalt, Inc. dba American Materials, Inc. Stafford	Arcosa Materials, Inc. dba ACC Houston Houston	Waller County Asphalt, Inc. Hempstead	Martin Marietta Materials Kingwood	Anthony Prihoda dba Prihoda Gravel Company Altair	Texas Materials Group, Inc. Baytown	Vernor Material & Equipment Co., Inc., Freeport	Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond	Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio
Plant/Pit/Siding					$ 42.00		$ 45.00	$ 40.00		
Plant to Jobsite-1st mile					$ 5.60		$ 4.00	$ 3.50		
Each add'l mile					$ 0.25		$ 0.30	$ 0.35		
Plant Location/s					Rosenberg		Cedar Port, Arcola	Freeport		
Minimum Order					18 Tons		24 Tons	14 Tons		

Limestone Base 3/4" (price per ton) Material: 15819	**717 Construction Services, LLC Richmond**	**G & S Asphalt, Inc. dba American Materials, Inc. Stafford**	**Arcosa Materials, Inc. dba ACC Houston Houston**	**Waller County Asphalt, Inc. Hempstead**	**Martin Marietta Materials Kingwood**	**Anthony Prihoda dba Prihoda Gravel Company Altair**	**Texas Materials Group, Inc. Baytown**	**Vernor Material & Equipment Co., Inc., Freeport**	**Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond**	**Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio**
Plant/Pit/Siding					$ 42.50		$ 50.00			
Plant to Jobsite-1st mile					$ 5.60		$ 4.00			
Each add'l mile					$ 0.25		$ 0.30			
Plant Location/s					Rosenberg		Cedar Port, Arcola			
Minimum Order					18 Tons		24 Tons			

Screened Decomposed Granite Gravel ¾-: (price per ton)	**717 Construction Services, LLC Richmond**	**G & S Asphalt, Inc. dba American Materials, Inc. Stafford**	**Arcosa Materials, Inc. dba ACC Houston Houston**	**Waller County Asphalt, Inc. Hempstead**	**Martin Marietta Materials Kingwood**	**Anthony Prihoda dba Prihoda Gravel Company Altair**	**Texas Materials Group, Inc. Baytown**	**Vernor Material & Equipment Co., Inc., Freeport**	**Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond**	**Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio**
Plant/Pit/Siding										
Plant to Jobsite-1st mile										
Each add'l mile										
Plant Location/s										
Minimum Order										

Road Stabilization Portland Cement, TXDOT Item 524.2, Type 1, 2 (price per ton) Material: 16380	**717 Construction Services, LLC Richmond**	**G & S Asphalt, Inc. dba American Materials, Inc. Stafford**	**Arcosa Materials, Inc. dba ACC Houston Houston**	**Waller County Asphalt, Inc. Hempstead**	**Martin Marietta Materials Kingwood**	**Anthony Prihoda dba Prihoda Gravel Company Altair**	**Texas Materials Group, Inc. Baytown**	**Vernor Material & Equipment Co., Inc., Freeport**	**Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond**	**Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio**
Plant/Pit/Siding								$ 320.00		
Plant to Jobsite-1st mile								$ 3.50		
Each add'l mile								$ 0.35		
Laydown								$ 10.00		
Plant Location/s								Freeport		
Minimum Order								22 Tons		

Reclaimed Portland Cement for Stabilization of Material (road mixed), Class A or H, containing no hazardous components (price per ton) Material:	**717 Construction Services, LLC Richmond**	**G & S Asphalt, Inc. dba American Materials, Inc. Stafford**	**Arcosa Materials, Inc. dba ACC Houston Houston**	**Waller County Asphalt, Inc. Hempstead**	**Martin Marietta Materials Kingwood**	**Anthony Prihoda dba Prihoda Gravel Company Altair**	**Texas Materials Group, Inc. Baytown**	**Vernor Material & Equipment Co., Inc., Freeport**	**Vulcan Materials Company dba Vulcan Materials Asphalt & Construction, LLC Richmond**	**Vulcan Materials Company dba Vulcan Construction Materials, LLC San Antonio**
Plant/Pit/Siding								$ 165.00		
Plant to Jobsite-1st mile								$ 3.50		
Each add'l mile								$ 0.35		
Laydown								$ 10.00		
Plant Location/s								Freeport		
Minimum Order								22 Tons		

COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent
Office (281) 341-8640

Legal Company Name (top line of W9)	717 Construction Services, LLC.		
Business Name (if different from legal name)			
Type of Business	☑ Corporation/LLC ☐ Sole Proprietor/Individual	☐ Partnership ☐ Tax Exempt	Age in Business? 7.5 YRS
Federal ID # or S.S. #	82-2231710	SAM.gov Unique Entity ID #	08-080-9876
SAM.gov CAGE / NCAGE	08-080-9876		
Publicly Traded Business	X No ___ Yes Ticker Symbol _____		
Remittance Address	310 Morton Street, STE: 276		
City/State/Zip	Richmond, TX. 77469		
Physical Address	1708 Thompson Rd.		
City/State/Zip	Richmond, TX. 77469		
Phone Number	832.520.2900		
E-mail	Marc@717construction.com		
Contact Person	Marc Alvarez		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise ☐ SBE-Small Business Enterprise ☐ HUB-Texas Historically Underutilized Business ☐ WBE-Women's Business Enterprise ☐	**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 x___	$17,000,000-$22,399,999 _____	>$22,400,000 _____
NAICs codes (Please enter all that apply)	NAICS 236220: Commercial and Institutional Building Construction NAICS 237310: Highway, Street,and bridge Construction NAICS: Poured Concrete Foundation and Structure Contractors		
Signature of Authorized Representative			
Printed Name	Marc Alvarez		
Title	Owner		
Date	2/25/2025		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase and Hauling Earthen Road Materials
BID 25-041

SUBMIT BIDS TO:

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

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

SUBMIT NO LATER THAN:

Tuesday, February 25, 2025
2:00 PM (Central)

LABEL ENVELOPE:

BID 25-041
EARTHEN ROAD MATERIALS

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

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

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

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

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

Vendor Responsibilities:

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

Prepared: 02/04/25
Issued: 02/09/25

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

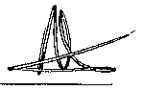
1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document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

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

1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.

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

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

Initials of Bidder: 

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Krystle Sanchez, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Krystle.Sanchez@fortbendcountytx.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, February 18, 2025 at 9:00 a.m. (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

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

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

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

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

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

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

Initials of Bidder: 

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

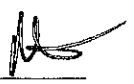
1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

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

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

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

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

Initials of Bidder: 

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

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

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

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

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

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be

Initials of Bidder: 

that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

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

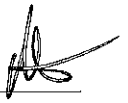
1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

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

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

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

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

Initials of Bidder: 

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

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

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

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

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

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

Initials of Bidder: 

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

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

2.0 TERMS & CONDITIONS:

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

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

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

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

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

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

Initials of Bidder: 

County.

2.7 Invoices and Payments:

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

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

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

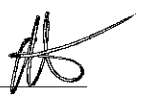
2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer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

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

2.10 Warranty/Price:

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

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

Initials of Bidder: 

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

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

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

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

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

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

Initials of Bidder: 

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

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

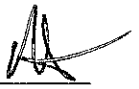
In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the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

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

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

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

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

Initials of Bidder: 

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

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

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

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

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

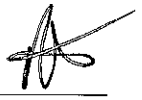
2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or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

3.0 SCOPE:

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

4.0 PRE-BID CONFERENCE:

There is not a pre-bid conference for this contract.

Initials of Bidder: 

5.0 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.

6.0 TEXAS ETHICS COMMISSION FORM 1295:

6.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

6.2 On-line instructions:

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

6.2.2 Identification number used by the governmental entity is: B25-041.

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

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

7.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

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

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

Initials of Bidder: 

8.0 HUMAN TRAFFICKING:

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

9.0 ASSIGNMENT:

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

10.0 INSURANCE:

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

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

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

10.2.2 Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

10.2.3 Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage

Initials of Bidder: _____

and products/completed operations arising out of the business operations of the policyholder.

10.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

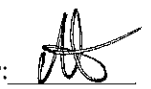
11.0 INDEMNIFICATION:

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

11.2 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.

11.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

11.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to

Initials of Bidder: 

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

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

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

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

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

12.0 PREVAILING WAGES:

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

General Decision Number: TX20250038 01/03/2025
Superseded General Decision Number: TX20240038

State: Texas
Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

Initials of Bidder: _____

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.
Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

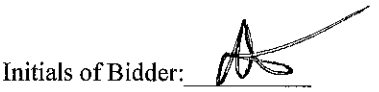
Modification Number	Publication Date
0	01/03/2025

SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.98 **	
ELECTRICIAN	$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.34 **	
Structures	$ 12.23 **	
LABORER		
Asphalt Raker	$ 12.36 **	

Initials of Bidder: _____

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

Initials of Bidder: 

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

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

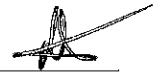
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers.
0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Initials of Bidder: 

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

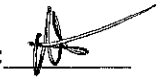
?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:
    a) a survey underlying a wage determination

Initials of Bidder: 

b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

Initials of Bidder: 

13.0 AWARD:

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

14.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

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

15.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section 1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

16.0 ADDITIONAL INFORMATION & REQUIREMENTS:

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

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

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

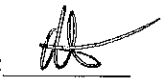
16.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

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

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

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

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

Initials of Bidder: 

17.0 DELIVERY:

17.1 Deliveries must include off-loading pump and hoses.

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

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

18.0 COUNTY STOCKPILE DELIVERY POINTS:

Rosenberg
Fairgrounds Stockpile
Behind Fairgrounds
Stella Road

Richmond
Beechnut Service Center
19310 Beechnut

Crabb
Crabb Service Center
201 Payne Lane

Needville
9110 Long Drive

Fresno
Service Center Fresno Stockpile
8 acres behind old Commissioner Office

19.0 VENDOR STATUS:

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

20.0 REQUIRED FORMS:

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

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

20.2 Vendor Form

20.3 W9 Form

20.4 Tax Form/Debt/Residence Certification

20.5 Contractor Acknowledgement of Storm Water Management Program

Initials of Bidder: _____

Contract Sheet
Bid 25-041

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 25 day of March, 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 717 Construction Services, LLC. (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Road Materials** Are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

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

Executed at Richmond, Texas this 25 day of March 20 25.

Fort Bend County, Texas

By: KPGeorge
County Judge, KP George

By:
Signature of Contractor

By: Marc Alvarez, Owner
Printed Name and Title

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

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

5 Address (number, street, and apt. or suite no.)
310 Morton Street, STE:276

Requester's name and address (optional)

6 City, state, and ZIP code
Richmond, TX. 77469

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

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

or

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ▶ [signature] **Date** ▶ 2/25/2025

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

Job No.: _____

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

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

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

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

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

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

_____

_____

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

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

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

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

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

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

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

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

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

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

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

Created 05/12

Mandatory Form

Contractor Acknowledgement of Storm Water Management Program

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

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

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

717 Construction Services, LLC.

(Company/Contractor)

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

Contractor Signature

2/25/2025

Date

Marc Alvarez

Printed Name

Owner

Title

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, FEBRUARY 25, 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.fortbendcountytx.gov.

1. **BID 25-041 - TERM CONTRACT FOR PURCHASE AND HAULING EARTHEN ROAD MATERIALS**

2. **BID 25-042 - TERM CONTRACT FOR CONCRETE LIFTING**

3. **BID 25-043 - TERM CONTRACT FOR WATER SOFTENER MAINTENANCE**

4. **BID 25-045 - TERM CONTRACT FOR THERMOPLASTIC TRAFFIC COATING**

5. **BID 25-046 - TERM CONTRACT FOR WEED, BRUSH AND INSECT CONTROL CHEMICALS**

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

Fort Bend County Pricing Form
Bid 25-041
Term Contract for Earthen Road Materials

Term: April 1, 2025 through March 31, 2026

VENDOR NAME: JJ Construction

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

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

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

VENDOR NAME: 717 Construction

Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete, (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	35.00
Plant to Jobsite-1st mile	6.00
Each add'l mile	1.00
Laydown	
Plant Location/s	Richmond
Minimum Order	24 Tons

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

Initialso of Bidder: _____

VENDOR NAME: 717 Construction

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

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

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

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

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

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

Initialso of Bidder: 

VENDOR NAME: 717 Construction

Pulverizing Existing Asphalt and/or Base Road

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

Construction Methods:

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

Equipment:

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

Measurement:

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

Payment and bid price:

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

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

Initialso of Bidder: _____

VENDOR NAME: 717 Construction

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

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

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

Initialso of Bidder: _____

VENDOR NAME: 717 Construction

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

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

Initialso of Bidder: _____

VENDOR NAME: 717 Construction

Lime and Lime Slurry - TXDOT Item 264

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

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

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

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

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

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

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

Initialso of Bidder: _____

VENDOR NAME: 717 Construction

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

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

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

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

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

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

Initialso of Bidder: _____

VENDOR NAME: 717 Construction

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

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

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

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

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

Initialso of Bidder: HK

VENDOR NAME: 717 Construction

Bullrock 3" x 5" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	58.00
Plant to Jobsite-1st mile	6.00
Each add'l mile	1.00
Plant Location/s	RICHMOND
Installation	
Minimum Order	24 TONS

Rip Rap, Grade 1, 12" to 18" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	95.00
Plant to Jobsite-1st mile	6.00
Each add'l mile	1.00
Plant Location/s	RICHMOND
Minimum Order	24 TONS

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

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

Initialso of Bidder: _____

VENDOR NAME: 717 Construction

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

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

Initialso of Bidder: 

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1273245

Date Filed:
02/24/2025

Date Acknowledged:
03/25/2025

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

717 CONSTRUCTION SERVICES, LLC
Richmond, TX United States

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

Fort Bend County

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

25-041
Earthen Road Materials Bid 25-041

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent
Office (281) 341-8640

Legal Company Name (top line of W9)	G & S Asphalt, Inc.		
Business Name (if different from legal name)	American Materials, Inc.		
Type of Business	☑ Corporation/LLC ☐ Partnership ☐ Sole Proprietor/Individual ☐ Tax Exempt	Age in Business?	
Federal ID # or S.S. #	74-1953722	SAM.gov Unique Entity ID #	KF2NX5X1LFU7
SAM.gov CAGE / NCAGE	7N6Q7		
Publicly Traded Business	xx No ___ Yes Ticker Symbol _____		
Remittance Address	PO BOX 935		
City/State/Zip	STAFFORD, TX 77477		
Physical Address	10126 CASH RD		
City/State/Zip	STAFFORD, TX 77477		
Phone Number	281-969-1691		
E-mail	BASP@DURWOODGREENE.COM		
Contact Person			
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise ☐ SBE-Small Business Enterprise ☐ HUB-Texas Historically Underutilized Business ☐ WBE-Women's Business Enterprise ☐	**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 ____ $17,000,000-$22,399,999 ____ >$22,400,000 xx		
NAICs codes (Please enter all that apply)			
Signature of Authorized Representative	Brian Asp		
Printed Name	Brian Asp		
Title	Sales Manager		
Date	02/21/2025		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase and Hauling Earthen Road Materials
BID 25-041

SUBMIT BIDS TO:

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

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

SUBMIT NO LATER THAN:

Tuesday, February 25, 2025
2:00 PM (Central)

LABEL ENVELOPE:

BID 25-041
EARTHEN ROAD MATERIALS

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

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

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

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

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

Vendor Responsibilities:

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

Prepared: 02/04/25
Issued: 02/09/25

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

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

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

1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.

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

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

Initials of Bidder: YA

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Krystle Sanchez, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Krystle.Sanchez@fortbendcountytx.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, February 18, 2025 at 9:00 a.m. (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

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

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

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

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

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

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

Initials of Bidder: BA

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

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

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

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

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

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

Initials of Bidder: BH

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

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

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

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

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

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be

Initials of Bidder: 

that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

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

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

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

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

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

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

Initials of Bidder: 

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

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

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

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

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

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

Initials of Bidder: 

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

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

2.0 TERMS & CONDITIONS:

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

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

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

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

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

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

Initials of Bidder: BLL

County.

2.7 Invoices and Payments:

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

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

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

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

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

2.10 Warranty/Price:

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

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

Initials of Bidder: 

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

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

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

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

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

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

Initials of Bidder: BH

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

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

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

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

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

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

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

Initials of Bidder: _____

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

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

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

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

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

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

3.0 SCOPE:

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

4.0 PRE-BID CONFERENCE:

There is not a pre-bid conference for this contract.

Initials of Bidder: 

5.0 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.

6.0 TEXAS ETHICS COMMISSION FORM 1295:

6.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

6.2 On-line instructions:

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

6.2.2 Identification number used by the governmental entity is: B25-041.

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

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

7.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

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

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

Initials of Bidder: 

8.0 HUMAN TRAFFICKING:

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

9.0 ASSIGNMENT:

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

10.0 INSURANCE:

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

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

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

10.2.2 Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

10.2.3 Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage

Initials of Bidder: _____

and products/completed operations arising out of the business operations of the policyholder.

10.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

11.0 INDEMNIFICATION:

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

11.2 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.

11.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

11.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to

Initials of Bidder: 

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

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

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

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

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

12.0 PREVAILING WAGES:

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

General Decision Number: TX20250038 01/03/2025
Superseded General Decision Number: TX20240038

State: Texas
Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

Initials of Bidder: BC

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.
Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025

SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.98 **	
ELECTRICIAN	$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.34 **	
Structures	$ 12.23 **	
LABORER		
Asphalt Raker	$ 12.36 **	

Initials of Bidder: BH

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

Initials of Bidder: 

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

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers.
0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Initials of Bidder: 

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:
    a) a survey underlying a wage determination

Initials of Bidder: 

b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

Initials of Bidder: 

13.0 AWARD:

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

14.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

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

15.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section 1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

16.0 ADDITIONAL INFORMATION & REQUIREMENTS:

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

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

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

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

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

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

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

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

Initials of Bidder: 

17.0 DELIVERY:

17.1 Deliveries must include off-loading pump and hoses.

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

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

18.0 COUNTY STOCKPILE DELIVERY POINTS:

Rosenberg
Fairgrounds Stockpile
Behind Fairgrounds
Stella Road

Richmond
Beechnut Service Center
19310 Beechnut

Crabb
Crabb Service Center
201 Payne Lane

Needville
9110 Long Drive

Fresno
Service Center Fresno Stockpile
8 acres behind old Commissioner Office

19.0 VENDOR STATUS:

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

20.0 REQUIRED FORMS:

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

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

20.2 Vendor Form

20.3 W9 Form

20.4 Tax Form/Debt/Residence Certification

20.5 Contractor Acknowledgement of Storm Water Management Program

Initials of Bidder: 

Contract Sheet
Bid 25-041

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 25 day of March, 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 American Materials, Inc. (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Road Materials** Are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

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

Executed at Richmond, Texas this 25 day of March 20 25.

Fort Bend County, Texas

By: KP George
County Judge, KP George

By:
Signature of Contractor

By: Brian Asp - Sales Manager
Printed Name and Title

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

G&S Asphalt, Inc.

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

dba American Materials, Inc.

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

PO BOX 935

Requester's name and address (optional)

6 City, state, and ZIP code

Stafford, TX 77497-0935

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

7	4	–	1	9	5	3	7	2	2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** _____ **Date ▶** 8/1/2023

General Instructions

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

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

Purpose of Form

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

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

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

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

Job No.: 24-041

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mandatory Form

Contractor Acknowledgement of Storm Water Management Program

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

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

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

American Materials, Inc.
(Company/Contractor)

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

Contractor Signature

02/21/25
Date

Brian Asp
Printed Name

Sales Manager
Title

Fort Bend County Pricing Form
Bid 25-041
Term Contract for Earthen Road Materials

Term: April 1, 2025 through March 31, 2026

VENDOR NAME: American Materials, Inc.

Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 without RAP (Price Per Ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 100.00
Plant to Jobsite-1st mile	$ 5.00
Each add'l mile	$ 0.25
Laydown	
Plant Location/s	Stafford/Angleton/JerseyVill
Minimum Order	

Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 with RAP (Price Per Ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 76.00
Plant to Jobsite-1st mile	$ 5.00
Each add'l mile	$ 0.25
Laydown	
Plant Location/s	Stafford/Angleton/JerseyVill
Minimum Order	

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

VENDOR NAME: American Materials, Inc.

Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete, (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 24.00
Plant to Jobsite-1st mile	$ 4.50
Each add'l mile	$ 0.25
Laydown	
Plant Location/s	Stafford
Minimum Order	

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

Initialso of Bidder: BA

VENDOR NAME: American Materials, Inc.

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

Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, without rap, Sac B, PG, 64-22 (price per ton)	Unit Bid Price (Per Ton)
Plant/Pit/Siding	$ 110.00
Plant to Jobsite-1st mile	$ 5.00
Each add'l mile	$ 0.25
Laydown	
Plant Location/s	Stafford/Angleton/JerseyVill
Minimum Order	

Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, with rap, Sac B, PG, 64-22 (price per ton)	Unit Bid Price (Per Ton)
Plant/Pit/Siding	$ 83.00
Plant to Jobsite-1st mile	$ 5.00
Each add'l mile	$ 0.25
Laydown	
Plant Location/s	Stafford/Angleton/JerseyVill
Minimum Order	

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

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

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

Initialso of Bidder: BA

VENDOR NAME: American Materials, Inc.

Pulverizing Existing Asphalt and/or Base Road

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

Construction Methods:

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

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

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

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

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

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

Equipment:

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

Measurement:

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

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

Payment and bid price:

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

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

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

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

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

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

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

Initialso of Bidder: BA

VENDOR NAME: American Materials, Inc.

Lime and Lime Slurry - TXDOT Item 264

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

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

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

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

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

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

Chemical:	**Type A**	**Type B**	**Type C**
Total "active" lime content, % by wt - - - - - - - (i.e., % by wt $Ca(OH)_2$ + % by wt CaO, if present)	90.0 min[1]	87.0 min[2]	-
Unhydrated lime content, % by wt CaO: - - - - -	5.0 max	-	87.0 min
"Free Water" content, % by wt H_2O: - - - - - - - -	5.0 max	-	
Physical: (Wet sieve requirement, as % by wt residue):	**Type A**	**Type B**	**Type C**
Retained on No. 6 (33360 micron) sieve: - - - - -	0.2 max	0.2 max[2]	8.0 max[3]
Retained on No. 30 (590 micron) sieve: - - - - - -	4.0 max	4.0 max[2]	-
Physical: (Dry sieve requirement, as % by wt residue):	**Type A**	**Type B**	**Type C**
Retained on a 1-inch (25 mm) sieve: - - - - - - - -	-	-	0
Retained on a 3/4 inch (19.0 mm) sieve: - - - - - -	-	-	10.0 max
Retained on a No. 100 (150 micron) sieve: - - - - -	-	-	Grade DS-80% min. Grade S-no limits

Initialso of Bidder: BA

VENDOR NAME: American Materials, Inc.

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

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

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

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

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

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

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VENDOR NAME: American Materials, Inc.

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

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

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

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

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

Initialso of Bidder: BA

VENDOR NAME: American Materials, Inc.

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

Rip Rap, Grade 1, 12" to 18" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 70.00
Plant to Jobsite-1st mile	$ 4.50
Each add'l mile	$ 0.25
Plant Location/s	Stafford
Minimum Order	

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

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

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VENDOR NAME: American Materials, Inc.

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

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

Initialso of Bidder: BA

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1275618

Date Filed:
02/28/2025

Date Acknowledged:
03/25/2025

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

American Materials
Stafford, TX United States

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

Fort Bend County

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

B25-041
Earthen Road Materials

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent
Office (281) 341-8640

Legal Company Name (top line of W9)	Arcosa Materials Inc.		
Business Name (if different from legal name)	ACC Houston		
Type of Business	☑ Corporation/LLC ☐ Partnership ☐ Sole Proprietor/Individual ☐ Tax Exempt		Age in Business?
Federal ID # or S.S. #	99-2304011	SAM.gov Unique Entity ID #	
SAM.gov CAGE / NCAGE			
Publicly Traded Business	___ No X Yes Ticker Symbol _____		
Remittance Address	PO Box 735480		
City/State/Zip	Dallas, TX 75373-5480		
Physical Address	6131 Selinsky		
City/State/Zip	Houston, TX 77048		
Phone Number	713-987-0000		
E-mail	lisa.sheffield@arcosa.com		
Contact Person	Arcosa Materials Inc.		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise ☐ SBE-Small Business Enterprise ☐ HUB-Texas Historically Underutilized Business ☐ WBE-Women's Business Enterprise ☐	**Certification #** _____ **Certification #** _____ **Certification #** _____ **Certification #** _____	Cert Date _____ _____ _____ _____
Company's gross annual receipts	<$500,000 _____	$500,000-$4,999,999 _____	Exp Date _____ _____ _____ _____
	$5,000,000-$16,999,999 _____	$17,000,000-$22,399,999 _____	>$22,400,000 X
NAICs codes (Please enter all that apply)	238990, 423930		
Signature of Authorized Representative			
Printed Name	Lisa Sheffield		
Title	Senior Sales		
Date	2/11/2025		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase and Hauling Earthen Road Materials
BID 25-041

SUBMIT BIDS TO:

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

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

SUBMIT NO LATER THAN:

Tuesday, February 25, 2025
2:00 PM (Central)

LABEL ENVELOPE:

BID 25-041
EARTHEN ROAD MATERIALS

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

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

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

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

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

Vendor Responsibilities:

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

Prepared: 02/04/25
Issued: 02/09/25

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

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

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

1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.

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

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

Initials of Bidder: _____

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Krystle Sanchez, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Krystle.Sanchez@fortbendcountytx.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, February 18, 2025 at 9:00 a.m. (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

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

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

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

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

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

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

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

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

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

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

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

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

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

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

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

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

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

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be

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that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

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

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

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

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

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

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

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

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

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

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

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

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

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

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

2.0 TERMS & CONDITIONS:

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

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

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

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

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

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

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County.

2.7 Invoices and Payments:

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

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

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

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

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

2.10 Warranty/Price:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.0 SCOPE:

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

4.0 PRE-BID CONFERENCE:

There is not a pre-bid conference for this contract.

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5.0 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.

6.0 TEXAS ETHICS COMMISSION FORM 1295:

6.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

6.2 On-line instructions:

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

6.2.2 Identification number used by the governmental entity is: B25-041.

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

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

7.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

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

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

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8.0 HUMAN TRAFFICKING:

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

9.0 ASSIGNMENT:

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

10.0 INSURANCE:

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

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

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

10.2.2 Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

10.2.3 Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage

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and products/completed operations arising out of the business operations of the policyholder.

10.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

11.0 INDEMNIFICATION:

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

11.2 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.

11.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

11.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to

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

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

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

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

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

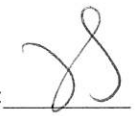
12.0 PREVAILING WAGES:

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

General Decision Number: TX20250038 01/03/2025
Superseded General Decision Number: TX20240038

State: Texas
Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

Initials of Bidder: 

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.
Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025

SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.98 **	
ELECTRICIAN	$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.34 **	
Structures	$ 12.23 **	
LABORER		
Asphalt Raker	$ 12.36 **	

Initials of Bidder: _____

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

Initials of Bidder: 

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

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

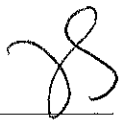
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers.
0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Initials of Bidder: 

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:
    a) a survey underlying a wage determination

Initials of Bidder: 

b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

Initials of Bidder: 

13.0 AWARD:

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

14.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

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

15.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section 1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

16.0 ADDITIONAL INFORMATION & REQUIREMENTS:

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

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

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

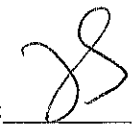
16.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

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

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

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

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

Initials of Bidder: 

17.0 DELIVERY:

17.1 Deliveries must include off-loading pump and hoses.

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

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

18.0 COUNTY STOCKPILE DELIVERY POINTS:

Rosenberg
Fairgrounds Stockpile
Behind Fairgrounds
Stella Road

Richmond
Beechnut Service Center
19310 Beechnut

Crabb
Crabb Service Center
201 Payne Lane

Needville
9110 Long Drive

Fresno
Service Center Fresno Stockpile
8 acres behind old Commissioner Office

19.0 VENDOR STATUS:

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

20.0 REQUIRED FORMS:

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

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

20.2 Vendor Form

20.3 W9 Form

20.4 Tax Form/Debt/Residence Certification

20.5 Contractor Acknowledgement of Storm Water Management Program

Initials of Bidder: _____

Contract Sheet
Bid 25-041

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 25 day of March, 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 Arcosa (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Road Materials** Are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

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

Executed at Richmond, Texas this 25 day of March 20 25.

Fort Bend County, Texas

By: KP George
County Judge, KP George

By: [signature]
Signature of Contractor

By: Lisa Sheffield, Senior Sales
Printed Name and Title

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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.)

ARCOSA MATERIALS INC.

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

ACC HOUSTON LLC (FEIN 99-2304011)

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.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ 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.

☐ Other (see instructions)

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

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) E

(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 . . . . . ☐

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

500 N. AKARD STREET, STE 400

Requester's name and address (optional)

6 City, state, and ZIP code

DALLAS, TX 75201

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

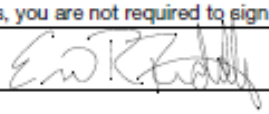
7	4	–	2	6	1	3	9	7	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person**  **Date** 01/14/2025

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

Job No.: _____

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

Taxpayer Identification Number (T.I.N.): ACC Houston, LLC

Company Name submitting Bid/Proposal: 500 N Akard Street Ste 400

Mailing Address: Dallas, TX 75201

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
2/11/2025

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**
_____	616 FM 521 Fresno, TX 77545
_____	6400 Koeblen Rd Richmond, TX 77469
_____	_____
_____	_____

** 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 Arcosa is a Resident Bidder of Texas as defined in Government Code
[Company Name]
§2252.001.

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

Mandatory Form

Contractor Acknowledgement of Storm Water Management Program

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

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

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

Arcosa Stabilized & Recycling
(Company/Contractor)

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

Lisa Sheffield
Contractor Signature

2/11/2025
Date

Lisa Sheffield
Printed Name

Senior Sales
Title

Fort Bend County Pricing Form
Bid 25-041
Term Contract for Earthen Road Materials

Term: April 1, 2025 through March 31, 2026

VENDOR NAME: Arcosa Crushed Concrete

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

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

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

VENDOR NAME: Arcosa

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

Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete with 3% cement added, (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Flexible Base, TXDOT Item 247, 3/4", Type "D", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Flexible Base, TXDOT Item 247, 1 1/2", Type "D", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$30.00
Plant to Jobsite-1st mile	$4.00
Each add'l mile	$0.18
Laydown	
Plant Location/s	516 FM 521 Fresno, TX 7754
Minimum Order	15 tons
Flexible Base, TXDOT Item 247, 3/4", Type "B", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Flexible Base, TXDOT Item 247, 1 1/2", Type "B", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Initialso of Bidder: JS

VENDOR NAME: Arcosa

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

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

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

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

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

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

Initialso of Bidder:

VENDOR NAME: Arcosa

Pulverizing Existing Asphalt and/or Base Road
This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2". Construction Methods: ▪The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences. ▪The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative. ▪After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve. ▪Pulverizing material will be loaded by vendor onto County trucks or Contractor's trucks. ▪The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner and/or County Represenative. ▪Pulverize existing material in-place, County to furnish support equipment. Equipment: ▪The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner and/or County Representative prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified. Measurement: ▪ Work prescribed by this item will be measured by the liner foot of roadway. ▪ Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet. Payment and bid price: ▪The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

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

Initialso of Bidder:

VENDOR NAME: Arcosa

Recycled Asphalt, Screened, 3" Diameter Maximum (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$30.00
Plant to Jobsite-1st mile	$4.00
Each add'l mile	$0.18
Laydown	
Plant Location/s	516 FM 521 Fresno, TX 7754
Minimum Order	15 tons

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

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

Initialso of Bidder: _____

VENDOR NAME: Arcosa

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

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

Initialso of Bidder: _____

VENDOR NAME: Arcosa

Lime and Lime Slurry - TXDOT Item 264

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

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

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

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

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

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

Chemical:	**Type A**	**Type B**	**Type C**
Total "active" lime content, % by wt - - - - - - - (i.e., % by wt $Ca(OH)_2$ + % by wt CaO, if present)	90.0 min[1]	87.0 min[2]	-
Unhydrated lime content, % by wt CaO: - - - - -	5.0 max	-	87.0 min
"Free Water" content, % by wt H_2O: - - - - - - - -	5.0 max	-	-
Physical: (Wet sieve requirement, as % by wt residue):	**Type A**	**Type B**	**Type C**
Retained on No. 6 (33360 micron) sieve: - - - - -	0.2 max	0.2 max[2]	8.0 max[3]
Retained on No. 30 (590 micron) sieve: - - - - - -	4.0 max	4.0 max[2]	-
Physical: (Dry sieve requirement, as % by wt residue):	**Type A**	**Type B**	**Type C**
Retained on a 1-inch (25 mm) sieve: - - - - - - - -	-	-	0
Retained on a 3/4 inch (19.0 mm) sieve: - - - - - -	-	-	10.0 max
Retained on a No. 100 (150 micron) sieve: - - - -	-	-	Grade DS-80% min. Grade S-no limits

Initialso of Bidder:

VENDOR NAME: ARCOSA

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

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

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

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

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

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

Initialso of Bidder: JS

VENDOR NAME: Arcosa

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

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

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

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

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

Initialso of Bidder: JD

VENDOR NAME: Arcosa

Bullrock 3" x 5" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$44.00
Plant to Jobsite-1st mile	$4.00
Each add'l mile	$0.18
Plant Location/s	516 FM 521 Fresno, TX 7754
Installation	
Minimum Order	15 tons

Rip Rap, Grade 1, 12" to 18" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$72.00
Plant to Jobsite-1st mile	$5.00
Each add'l mile	$0.18
Plant Location/s	516 FM 521 Fresno, TX 7754
Minimum Order	15 tons

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

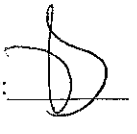
Limestone Base 3/4" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

Initialso of Bidder: JB

VENDOR NAME: Arcosa

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

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

Initialso of Bidder: 

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1269394

Date Filed:
02/13/2025

Date Acknowledged:
03/25/2025

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

Arcosa Stabilized & Recycling
Houston , TX United States

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

Fort Bend County

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

25-041
material supplier

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Arcosa Stabilized and Recycling	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)	WALLER COUNTY ASPHALT, INC.
Business Name (if different from legal name)	
Type of Business	☑ Corporation/LLC ☐ Partnership ☐ Sole Proprietor/Individual ☐ Tax Exempt — Age in Business? 21 YEARS
Federal ID # or S.S. #	52-2407248 — SAM.gov Unique Entity ID # 067818870
SAM.gov CAGE / NCAGE	96556
Publicly Traded Business	☑ No ☐ Yes Ticker Symbol _____
Remittance Address	22010 FAIRGROUNDS RD.
City/State/Zip	HEMPSTEAD, TEXAS 77445
Physical Address	22010 FAIRGROUNDS RD.
City/State/Zip	HEMPSTEAD, TEXAS 77445
Phone Number	979-826-7075
E-mail	INFO@WCASPHALT.COM
Contact Person	REID DAWSON

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

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

NAICs codes (Please enter all that apply)	324121
Signature of Authorized Representative	R.D
Printed Name	REID DAWSON
Title	VICE PRESIDENT
Date	2/18/2025

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase and Hauling Earthen Road Materials
BID 25-041

SUBMIT BIDS TO:

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

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

SUBMIT NO LATER THAN:

Tuesday, February 25, 2025
2:00 PM (Central)

LABEL ENVELOPE:

BID 25-041
EARTHEN ROAD MATERIALS

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

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

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

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

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

Vendor Responsibilities:

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

Prepared: 02/04/25
Issued: 02/09/25

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

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

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

1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.

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

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

Initials of Bidder: JD

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Krystle Sanchez, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Krystle.Sanchez@fortbendcountytx.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, February 18, 2025 at 9:00 a.m. (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

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

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

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

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

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

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

Initials of Bidder: JD

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

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

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

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

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

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

Initials of Bidder: AD

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

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

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

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

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

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be

Initials of Bidder: RD

that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

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

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

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

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

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

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

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

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

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

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

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

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

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

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

2.0 TERMS & CONDITIONS:

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

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

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

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

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

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

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County.

2.7 Invoices and Payments:

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

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

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

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

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

2.10 Warranty/Price:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.0 SCOPE:

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

4.0 PRE-BID CONFERENCE:

There is not a pre-bid conference for this contract.

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5.0 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.

6.0 TEXAS ETHICS COMMISSION FORM 1295:

6.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

6.2 On-line instructions:

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

6.2.2 Identification number used by the governmental entity is: B25-041.

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

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

7.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

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

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

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8.0 HUMAN TRAFFICKING:

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

9.0 ASSIGNMENT:

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

10.0 INSURANCE:

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

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

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

10.2.2 Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

10.2.3 Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage

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and products/completed operations arising out of the business operations of the policyholder.

10.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

11.0 INDEMNIFICATION:

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

11.2 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.

11.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

11.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to

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

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

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

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

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

12.0 PREVAILING WAGES:

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

General Decision Number: TX20250038 01/03/2025
Superseded General Decision Number: TX20240038

State: Texas
Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

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HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.
Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025

SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.98 **	
ELECTRICIAN	$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.34 **	
Structures	$ 12.23 **	
LABORER		
Asphalt Raker	$ 12.36 **	

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

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

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers.
0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:
    a) a survey underlying a wage determination

Initials of Bidder: RD

b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

Initials of Bidder: RD

13.0 AWARD:

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

14.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

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

15.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section 1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

16.0 ADDITIONAL INFORMATION & REQUIREMENTS:

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

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

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

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

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

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

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

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

Initials of Bidder: RD

17.0 DELIVERY:

17.1 Deliveries must include off-loading pump and hoses.

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

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

18.0 COUNTY STOCKPILE DELIVERY POINTS:

Rosenberg
Fairgrounds Stockpile
Behind Fairgrounds
Stella Road

Richmond
Beechnut Service Center
19310 Beechnut

Crabb
Crabb Service Center
201 Payne Lane

Needville
9110 Long Drive

Fresno
Service Center Fresno Stockpile
8 acres behind old Commissioner Office

19.0 VENDOR STATUS:

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

20.0 REQUIRED FORMS:

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

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

20.2 Vendor Form

20.3 W9 Form

20.4 Tax Form/Debt/Residence Certification

20.5 Contractor Acknowledgement of Storm Water Management Program

Initials of Bidder: RD

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, FEBRUARY 25, 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.fortbendcountytx.gov.

1. **BID 25-041 - TERM CONTRACT FOR PURCHASE AND HAULING EARTHEN ROAD MATERIALS**

2. **BID 25-042 - TERM CONTRACT FOR CONCRETE LIFTING**

3. **BID 25-043 - TERM CONTRACT FOR WATER SOFTENER MAINTENANCE**

4. **BID 25-045 - TERM CONTRACT FOR THERMOPLASTIC TRAFFIC COATING**

5. **BID 25-046 - TERM CONTRACT FOR WEED, BRUSH AND INSECT CONTROL CHEMICALS**

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 25-041

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 25 day of March, 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 WALLER COUNTY ASPHALT, INC. (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Road Materials** Are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

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

Executed at Richmond, Texas this 25 day of March 20 25.

Fort Bend County, Texas

By: KPGeorge
County Judge, KP George

By:
Signature of Contractor

By: REID DAWSON VICE PRESIDENT
Printed Name and Title

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
WALLER COUNTY ASPHALT, 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:
☐ 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.)
22010 FAIRGROUNDS RD.

Requester's name and address (optional)

6 City, state, and ZIP code
HEMPSTEAD, TEXAS 77445

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
52 - 2407248

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 2/18/2025

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.): 52-2407248

Company Name submitting Bid/Proposal: WALLER COUNTY ASPHALT, INC.

Mailing Address: 22010 FAIRGROUNDS RD., HEMPSTEAD, TEXAS 77445

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 WALLER COUNTY ASPHALT, INC. is a Resident Bidder of Texas as defined in Government Code
[Company Name]
§2252.001.

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

Mandatory Form

Contractor Acknowledgement of Storm Water Management Program

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

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

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

WALLER COUNTY ASPHALT, INC.
(Company/Contractor)

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

Contractor Signature

2/18/2025
Date

REID DAWSON
Printed Name

VICE PRESIDENT
Title

Fort Bend County Pricing Form
Bid 25-041
Term Contract for Earthen Road Materials

Term: April 1, 2025 through March 31, 2026

VENDOR NAME: Waller County Asphalt, Inc.

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

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

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

VENDOR NAME:

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

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

Initialso of Bidder: JD

VENDOR NAME:

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

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

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

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

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

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

Initialso of Bidder: RD

VENDOR NAME: Waller County Asphalt, Inc.

Pulverizing Existing Asphalt and/or Base Road

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

Construction Methods:

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

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

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

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

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

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

Equipment:

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

Measurement:

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

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

Payment and bid price:

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

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

Initialso of Bidder: RD

VENDOR NAME: Waller County Asphalt, Inc.

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

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

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

Initialso of Bidder: RD

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

Texas ASPPM Grade IV Cold Mix - Road repair material, (price per ton)	**Unit Bid Price**
This product will be used by Fort Bend County as a permanent cold patch material for repair of roads.	
Plant/Pit/Siding	$110.00 per ton
Plant to Jobsite-1st mile	$0.38 per ton
Each add'l mile	$0.38 per ton per mile
Laydown	N/A
Plant Location/s	22010 Fairgrounds Rd.
Minimum Order	25 Tons
Limestone Rock Asphalt: TxDOT Item DMS-9210 LRA, Type CC, D, AA (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Initialso of Bidder: RP

VENDOR NAME: Waller County Asphalt, Inc.

Lime and Lime Slurry - TXDOT Item 264

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

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

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

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

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

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

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

Initialso of Bidder: JD

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

Note 1: No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.

Note 2: In "solids content" of the slurry.

Note 3: The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

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

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

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

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

Initialso of Bidder: RP

VENDOR NAME: Waller County Asphalt, Inc.

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

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

Type C, Hot Mix Asphaltic Concrete Pavement: TXDOT Item 341, Class A aggregates with PG7622 oil (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

623 Traprock Grade 3, TXDOT Item 302 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

623 Traprock Grade 5, TXDOT Item 302 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

Initialso of Bidder: RO

VENDOR NAME: Waller County Asphalt, Inc.

Bullrock 3" x 5" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Installation	
Minimum Order	

Rip Rap, Grade 1, 12" to 18" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

Limestone Base 1 1/2" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

Limestone Base 3/4" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

Initialso of Bidder: RD

VENDOR NAME: Waller County Asphalt, Inc.

Screened Decomposed Granite Gravel ¾-: (price per ton)		**Unit Bid Price (Per Ton)**
Grain Size in Millimeters:		
% Cobbles	0.0	
% Gravel	32.0	
% Sand	57.0	
% Silt or Clay	11.0	
Classification:		
Sample No.	95/878	
LL	41	
PL	19	
PI	22	
Plant/Pit/Siding		
Plant to Jobsite-1st mile		
Each add'l mile		
Plant Location/s & Phone Number		
Minimum Order		

Road Stabilization Portland Cement: TxDOT Item 524.2, Type 1, 2, (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Minimum Order	
Reclaimed Portland Cement for Stabilization of Material (road mixed): Class A or H, containing no hazardous components (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Minimum Order	

Initialso of Bidder: RD

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1270682

Date Filed:
02/18/2025

Date Acknowledged:
03/25/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Waller County Asphalt, Inc.
Hempstead, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

B25-041
Earthen Road Materials

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent
Office (281) 341-8640

Legal Company Name (top line of W9)	Martin Marietta		
Business Name (if different from legal name)			
Type of Business	☑ Corporation/LLC ☐ Sole Proprietor/Individual ☐ Partnership ☐ Tax Exempt		Age in Business? 31
Federal ID # or S.S. #		SAM.gov Unique Entity ID #	56-1848578
SAM.gov CAGE / NCAGE			
Publicly Traded Business	___ No x Yes Ticker Symbol MLM		
Remittance Address	4123 Parklake Avenue		
City/State/Zip	Raleigh NC 27612		
Physical Address			
City/State/Zip			
Phone Number	281-441-4671		
E-mail	albert.lopez@martinmarietta.com		
Contact Person	Martin Marietta		

Check all that apply to the company listed above and provide certification number.		Certification #	Cert Date	Exp Date
	DBE-Disadvantaged Business Enterprise ☐	Certification #		
	SBE-Small Business Enterprise ☐	Certification #		
	HUB-Texas Historically Underutilized Business ☐	Certification #		
	WBE-Women's Business Enterprise ☐	Certification #		

Company's gross annual receipts			
<$500,000 ___	$500,000-$4,999,999 ___		
$5,000,000-$16,999,999 Martin Mari ___	$17,000,000-$22,399,999 ___	>$22,400,000 x	

NAICs codes (Please enter all that apply)	
Signature of Authorized Representative	Grant Worthington
Printed Name	Grant Worthington
Title	Area Sales Manager
Date	02/24/2025

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase and Hauling Earthen Road Materials
BID 25-041

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.

SUBMIT NO LATER THAN:

Tuesday, February 25, 2025
2:00 PM (Central)

LABEL ENVELOPE:

BID 25-041
EARTHEN ROAD MATERIALS

ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.

BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.

BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing after the Commissioners Court awards.

Requests for information must be in writing and directed to:
Krystle Sanchez
Senior Buyer
Krystle.Sanchez@fortbendcountytx.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

Prepared: 02/04/25
Issued: 02/09/25

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.

1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

Initials of Bidder: _____

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Krystle Sanchez, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Krystle.Sanchez@fortbendcountytx.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, February 18, 2025 at 9:00 a.m. (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

Initials of Bidder: 

the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

1.18 Name Brands: Specifications may reference name brands and model numbers. It

Initials of Bidder: _____

is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

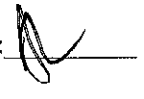
1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be

Initials of Bidder: 

that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

Initials of Bidder: 

most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and

Initials of Bidder: 

name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

2.0 TERMS & CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend

Initials of Bidder: 

County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

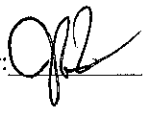
2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee

Initials of Bidder: 

excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

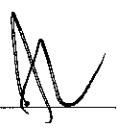
2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

Initials of Bidder: 

2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

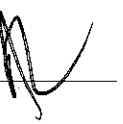
In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance

Initials of Bidder: 

and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with all vendors meeting or exceeding specifications to provide and/or haul Earthen Road Materials as stated herein.

4.0 PRE-BID CONFERENCE:

There is not a pre-bid conference for this contract.

Initials of Bidder: _____

5.0 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.

6.0 TEXAS ETHICS COMMISSION FORM 1295:

6.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

6.2 On-line instructions:

6.2.1 Name of governmental entity is to read: Fort Bend County.

6.2.2 Identification number used by the governmental entity is: B25-041.

6.2.3 Description is the title of the solicitation: Earthen Road Materials.

6.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

7.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

7.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of $100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

7.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Initials of Bidder: 

8.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

9.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

10.0 INSURANCE:

10.1 All respondents shall submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

10.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.(required for hauling only

10.2.2 Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

10.2.3 Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage

Initials of Bidder: _____

and products/completed operations arising out of the business operations of the policyholder.

10.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

11.0 INDEMNIFICATION:

11.1 Respondent expressly agrees to defend, indemnify and hold harmless the County from and against any and all loss, damage, claims, demands, lawsuits, liability, judgments and expenses, including attorney's fees, arising out of acts or omissions or activities of respondent, its agents, servants or employees, contractors performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

11.2 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.

11.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

11.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to

Initials of Bidder: _____

have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

11.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

12.0 PREVAILING WAGES:

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. All persons employed by Contractor shall be compensated at not less than the rates shown below. Contractor shall keep detailed records of each of its workers and said records shall be made available to County for inspection at all reasonable times. The Contractor shall pay Fort Bend County sixty dollars ($60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX20250038 01/03/2025
Superseded General Decision Number: TX20240038

State: Texas
Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

Initials of Bidder: _____

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.
Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

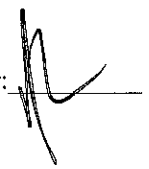
Modification Number	Publication Date
0	01/03/2025

SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.98 **	
ELECTRICIAN	$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.34 **	
Structures	$ 12.23 **	
LABORER		
Asphalt Raker	$ 12.36 **	

Initials of Bidder: _____

Flagger	$ 10.33 **
Laborer, Common	$ 11.02 **
Laborer, Utility	$ 11.73 **
Pipelayer	$ 12.12 **
Work Zone Barricade Servicer	$ 11.67 **
PAINTER (Structures)	$ 18.62
POWER EQUIPMENT OPERATOR:	
Asphalt Distributor	$ 14.06 **
Asphalt Paving Machine	$ 14.32 **
Broom or Sweeper	$ 12.68 **
Concrete Pavement Finishing Machine	$ 13.07 **
Concrete Paving, Curing, Float, Texturing Machine	$ 11.71 **
Concrete Saw	$ 13.99 **
Crane, Hydraulic 80 Tons or less	$ 13.86 **
Crane, Lattice boom 80 tons or less	$ 14.97 **
Crane, Lattice boom over 80 Tons	$ 15.80 **
Crawler Tractor	$ 13.68 **
Excavator, 50,000 pounds or less	$ 12.71 **
Excavator, Over 50,000 pounds	$ 14.53 **
Foundation Drill, Crawler Mounted	$ 17.43
Foundation Drill, Truck Mounted	$ 15.89 **
Front End Loader 3 CY or Less	$ 13.32 **
Front End Loader, Over 3 CY	$ 13.17 **
Loader/Backhoe	$ 14.29 **
Mechanic	$ 16.96 **
Milling Machine	$ 13.53 **
Motor Grader, Fine Grade	$ 15.69 **
Motor Grader, Rough	$ 14.23 **
Off Road Hauler	$ 14.60 **
Pavement Marking Machine	$ 11.18 **
Piledriver	$ 14.95 **
Roller, Asphalt	$ 11.95 **
Roller, Other	$ 11.57 **
Scraper	$ 13.47 **
Spreader Box	$ 13.58 **
Servicer	$ 13.97 **
Steel Worker	
Reinforcing Steel	$ 15.15 **
Structural Steel Welder	$ 12.85 **
Structural Steel	$ 14.39 **

Initials of Bidder: 

TRUCK DRIVER	
Low Boy Float	$ 16.03 **
Single Axle	$ 11.46 **
Single or Tandem Axle Dump	$ 11.48 **
Tandem Axle Tractor w/Semi Trailer	$ 12.27 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers.
0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Initials of Bidder: 

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

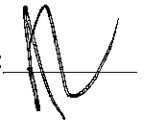
?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:
    a) a survey underlying a wage determination

Initials of Bidder: 

b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

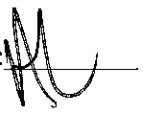
2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Initials of Bidder: 

13.0 AWARD:

This contract will be awarded to all bidders meeting specifications as stated herein.

14.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2024 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

15.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section 1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

16.0 ADDITIONAL INFORMATION & REQUIREMENTS:

16.1 The County may purchase any one item from this bid without purchasing any other items from this bid.

16.2 All prices, unless otherwise specified, are to be FOB delivery point.

16.3 All orders for road materials must be authenticated by a Purchase Order issued by the Fort Bend County Purchasing Agent. Invoices not bearing a purchase order number will not be paid.

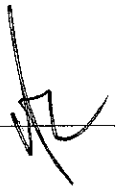
16.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

16.5 MSDS (Manufacturer's Safety Data Sheets) must be provided to ordering department on all applicable deliveries.

16.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

16.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

16.8 Contractor will guarantee all workmanship and materials for a one (1) year period from the substantial completion date of the project.

Initials of Bidder: 

17.0 DELIVERY:

17.1 Deliveries must include off-loading pump and hoses.

17.2 Items ordered from this bid may require delivery to various locations throughout Fort Bend County, as specified at time of order.

17.3 In order to be considered for delivery of road materials to a job site, vendor is required to enter price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Fort Bend County shall use rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff as applicable. Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Delivery location will be specified at time of order.

18.0 COUNTY STOCKPILE DELIVERY POINTS:

Rosenberg
Fairgrounds Stockpile
Behind Fairgrounds
Stella Road

Richmond
Beechnut Service Center
19310 Beechnut

Crabb
Crabb Service Center
201 Payne Lane

Needville
9110 Long Drive

Fresno
Service Center Fresno Stockpile
8 acres behind old Commissioner Office

19.0 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website https://sam.gov/content/home, if applicable, along with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/ .

20.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein with submission:

20.1 Electronic Excel file of Pricing Form on flash drive and printed hard copy

20.2 Vendor Form

20.3 W9 Form

20.4 Tax Form/Debt/Residence Certification

20.5 Contractor Acknowledgement of Storm Water Management Program

Initials of Bidder: _____

Contract Sheet
Bid 25-041

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 25 day of March, 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 Martin Marietta Materials, Inc. (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Road Materials** Are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 25 day of March 20 25.

Fort Bend County, Texas

By: KP George
County Judge, KP George

By: Albert Lopez
Signature of Contractor

By: Albert Lopez Senior Sales Rep.
Printed Name and Title

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Martin Marietta Materials, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) E

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

4123 Parklake Avenue

Requester's name and address (optional)

6 City, state, and ZIP code

Raleigh, NC 27612

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	6	–	1	8	4	8	5	7	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 01/04/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Martin Marietta

2 Business name/disregarded entity name, if different from above
56-1848578

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.)
Martin Marietta

Requester's name and address (optional)

6 City, state, and ZIP code
2218 North Park Kingwood Texas 77339

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
☐☐ – ☐☐☐☐☐☐☐

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 ▶**

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.): 56-1848578

Company Name submitting Bid/Proposal: Martin Marietta

Mailing Address: 2218 North Park Kingwood Texas 77339

Are you registered to do business in the State of Texas? ✔ Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

_____

_____

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*	Property address or location**

** This is the property account identification number assigned by the Fort Bend County Appraisal District.*

*** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes ✔ No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code
[Company Name]
§2252.001.

I certify that _____ is a Nonresident Bidder as defined in Government Code
[Company Name]
§2252.001 and our principal place of business is _____.
[City and State]

Mandatory Form

Contractor Acknowledgement of Storm Water Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

_____

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

Grant Worthington — 02/24/2025

Contractor Signature — Date

Grant Worthington

Printed Name

Area Sales Manager

Title

Fort Bend County Pricing Form
Bid 25-041
Term Contract for Earthen Road Materials

Term: April 1, 2025 through March 31, 2026

VENDOR NAME: Martin Marietta

Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 without RAP (Price Per Ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ -
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 with RAP (Price Per Ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ -
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Cement Stabilized Sand, TXDOT & PT #400.5 Portland Cement, Type I, 2 sack minimum, (price per ton)	**Unit Bid Price (Per Ton)**
Sand - Washed sand from an approved surface having a P.I. of 4 or less. May contain deleterious materials not be exceed the following weight: Material removed by decantation: 5.0% Clay lumps: 0.5% Other deleterious substances such as Shale, Coal, etc. 2.0% Grade Retainage: 3/8 inch screen 0% 1/4 inch screen 0-5% 20 mesh screen 15-50% 100 mesh screen 80-100%	
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Per 1/2 sack cement	
Minimum Order	

VENDOR NAME: Martin Marietta

Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete, (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete with 3% cement added, (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Flexible Base, TXDOT Item 247, 3/4", Type "D", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Flexible Base, TXDOT Item 247, 1 1/2", Type "D", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 32.00
Plant to Jobsite-1st mile	$ 5.60
Each add'l mile	$ 0.25
Laydown	
Plant Location/s	Rosenberg Texas
Minimum Order	$ 18.00
Flexible Base, TXDOT Item 247, 3/4", Type "B", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Flexible Base, TXDOT Item 247, 1 1/2", Type "B", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Initialso of Bidder: 

VENDOR NAME: Martin Marietta

Processed Pit Run, approximately 5/8" Diameter (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

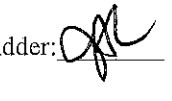
Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, without rap, Sac B, PG, 64-22 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, with rap, Sac B, PG, 64-22 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: TXDOT Item 350 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Pre-coated Coverstone: PB-3 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Pre-coated Coverstone: PB-4 & PB5 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Initialso of Bidder: 

VENDOR NAME: Martin Marietta

Pulverizing Existing Asphalt and/or Base Road

This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".

Construction Methods:

■The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.

■The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.

■After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.

■Pulverizing material will be loaded by vendor onto County trucks or Contractor's trucks.

■The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner and/or County Represenative.

■Pulverize existing material in-place, County to furnish support equipment.

Equipment:

■The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner and/or County Representative prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

Measurement:

■ Work prescribed by this item will be measured by the liner foot of roadway.

■ Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

Payment and bid price:

■The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

Pulverizing Only (price per Linear Foot)	**Unit Bid Price (Per Linear Foot)**
Up to a depth of 2"	
Up to a depth of 4"	
Up to a depth of 6"	
Up to a depth of 8"	
Up to a depth of 10"	
Up to a depth of 12"	
Up to a depth of 14"	
Pulverizing Existing Materials In-Place per Linear Foot	
Contractor will credit Fort Bend County for Pulverized Material:	**Unit Bid Price (Per Ton)**
Transported by Fort Bend County vehicles	
Transported by contractor's vehicles	

Initialso of Bidder:

VENDOR NAME: Martin Marietta

Recycled Asphalt, Screened, 3" Diameter Maximum (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

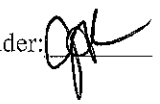
Field Sand (price cubic yard)	**Unit Bid Price (Per Cubic Yard)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location	
Minimum Order	

Fly Ash (price per ton)	**Unit Bid Price (Per Ton)**
This item is a by-product of coal-fired electric generating plants. ■ The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash. ■ The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311. Installation (optional): ■ Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar.	
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Initialso of Bidder: JM

VENDOR NAME:	Martin Marietta
Fly Ash Stabilized Road Mix 50/50:	**Unit Bid Price (Per Ton)**
▪Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424. ▪Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash. ▪The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash. ▪The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31. ▪Additional water will not be added during the production of fly ash stabilized road mix 50/50. ▪The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend. ▪The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31. Installation (optional): Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing.	
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location	
Minimum Order	

Texas ASPPM Grade IV Cold Mix - Road repair material, (price per ton)	**Unit Bid Price**
This product will be used by Fort Bend County as a permanent cold patch material for repair of roads.	
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Limestone Rock Asphalt: TxDOT Item DMS-9210 LRA, Type CC, D, AA (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Initialso of Bidder: 

VENDOR NAME: Martin Marietta

Lime and Lime Slurry - TXDOT Item 264

This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

- Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
- Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
- Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
- Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
- Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

Chemical:	**Type A**	**Type B**	**Type C**
Total "active" lime content, % by wt - - - - - - - (i.e., % by wt Ca(OH)2 + % by wt CaO, if present)	90.0 min[1]	87.0 min[2]	-
Unhydrated lime content, % by wt CaO: - - - - -	5.0 max	-	87.0 min
"Free Water" content, % by wt H_2O: - - - - - - - -	5.0 max	-	-
Physical: (Wet sieve requirement, as % by wt residue):	**Type A**	**Type B**	**Type C**
Retained on No. 6 (33360 micron) sieve: - - - - -	0.2 max	0.2 max[2]	8.0 max[3]
Retained on No. 30 (590 micron) sieve: - - - - - -	4.0 max	4.0 max[2]	-
Physical: (Dry sieve requirement, as % by wt residue):	**Type A**	**Type B**	**Type C**
Retained on a 1-inch (25 mm) sieve: - - - - - - - -	-	-	0
Retained on a 3/4 inch (19.0 mm) sieve: - - - - - -	-	-	10.0 max
Retained on a No. 100 (150 micron) sieve: - - - -	-	-	Grade DS-80% min. Grade S-no limits

Initialso of Bidder: _____

VENDOR NAME: Martin Marietta

Lime and Lime Slurry - TXDOT Item 264, (cont'd)

Note 1: No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.
Note 2: In "solids content" of the slurry.
Note 3: The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.
Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.
Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.
Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".
Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as herein after specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

PRICING:	**Unit Bid Price**		
Percentage of Solid Contents	DRY SOLIDS	Hauling & Freight	Hauling & Freight
		$/Ton/Mile	$/Ton/Mile
	Unit Bid Price per Ton	1st Mile	Additional Mileage
31% Dry solids			
35% Dry solids			
46% Dry solids			

Initialso of Bidder: _____

VENDOR NAME: Martin Marietta

Type A Hydrated Lime: TXDOT Item 264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers (price per ton)	**Unit Bid Price (Per Ton)**
Delivered and Applied at Jobsite	
Plant Location/s	

Asphalt aggregate, limestone Type D, 7/16" by #4 graduation (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

Type C, Hot Mix Asphaltic Concrete Pavement: TXDOT Item 341, Class A aggregates with PG7622 oil (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

623 Traprock Grade 3, TXDOT Item 302 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

623 Traprock Grade 5, TXDOT Item 302 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

Initialso of Bidder: 

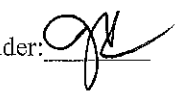
VENDOR NAME: Martin Marietta

Bullrock 3" x 5" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 60.00
Plant to Jobsite-1st mile	$ 5.60
Each add'l mile	$ 0.25
Plant Location/s	Rosenberg Texas
Installation	
Minimum Order	18

Rip Rap, Grade 1, 12" to 18" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 80.00
Plant to Jobsite-1st mile	$ 10.00
Each add'l mile	$ 2.00
Plant Location/s	Arcola Texas
Minimum Order	24

Limestone Base 1 1/2" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 42.00
Plant to Jobsite-1st mile	$ 5.60
Each add'l mile	$ 0.25
Plant Location/s	Rosenberg Texas
Minimum Order	18

Limestone Base 3/4" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 42.50
Plant to Jobsite-1st mile	$ 5.60
Each add'l mile	$ 0.25
Plant Location/s	Rosenberg Texas
Minimum Order	18

Initialso of Bidder: 

VENDOR NAME: Martin Marietta

Screened Decomposed Granite Gravel ¾-: (price per ton)		**Unit Bid Price (Per Ton)**
Grain Size in Millimeters:		
% Cobbles	0.0	
% Gravel	32.0	
% Sand	57.0	
% Silt or Clay	11.0	
Classification:		
Sample No.	95/878	
LL	41	
PL	19	
PI	22	
Plant/Pit/Siding		
Plant to Jobsite-1st mile		
Each add'l mile		
Plant Location/s & Phone Number		
Minimum Order		

Road Stabilization Portland Cement: TxDOT Item 524.2, Type 1, 2, (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Minimum Order	
Reclaimed Portland Cement for Stabilization of Material (road mixed): Class A or II, containing no hazardous components (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Minimum Order	

Initialso of Bidder:

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1281859

Date Filed:
03/14/2025

Date Acknowledged:
03/25/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Martin Marietta
Humble, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

FORT BEND CONTY

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.

B25-041
EARTHEN ROAD MATERIALS

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
LOPEZ, Albert	Kingwood, TX United States	X	
Martin Marietta	Kingwood, 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)	Prihoda Gravel Co.		
Business Name (if different from legal name)			
Type of Business	☐ Corporation/LLC ☐ Partnership ☑ Sole Proprietor/Individual ☐ Tax Exempt		Age in Business? 67 years
Federal ID # or S.S. #	454-29-7176	SAM.gov Unique Entity ID #	YV9UVPAJQTX5
SAM.gov CAGE / NCAGE	—		
Publicly Traded Business	✓ No ___ Yes Ticker Symbol _____		
Remittance Address	P.O. Box 435		
City/State/Zip	Altair TX. 77412		
Physical Address	5915 State Hwy 71		
City/State/Zip	Altair TX 77412		
Phone Number	979-234-5124 979-732-7741		
E-mail	Prihodagravel@gmail.com		
Contact Person	Anthony Prihoda		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise ☐ SBE-Small Business Enterprise ☐ HUB-Texas Historically Underutilized Business ☐ WBE-Women's Business Enterprise ☐	**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 ___	$17,000,000-$22,399,999 ___	>$22,400,000 ___
NAICs codes (Please enter all that apply)	212322		
Signature of Authorized Representative	Anthony Prihoda		
Printed Name	Anthony Prihoda		
Title	Owner		
Date	2/11/25		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase and Hauling Earthen Road Materials
BID 25-041

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.

SUBMIT NO LATER THAN:

Tuesday, February 25, 2025
2:00 PM (Central)

LABEL ENVELOPE:

BID 25-041
EARTHEN ROAD MATERIALS

ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.

BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.

BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing after the Commissioners Court awards.

Requests for information must be in writing and directed to:
Krystle Sanchez
Senior Buyer
Krystle.Sanchez@fortbendcountytx.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

Prepared: 02/04/25
Issued: 02/09/25

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.

1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

Initials of Bidder: AP

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Krystle Sanchez, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Krystle.Sanchez@fortbendcountytx.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all such addenda issued. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, February 18, 2025 at 9:00 a.m. (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page with these 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 Texas Limited Sales Tax Exemption: Fort Bend County is a political subdivision of the State of Texas and is entitled to claim 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.

Initials of Bidder: AP

the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

1.15 Silence of Specifications. The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets. Under the Hazardous Communication Act, [illegible], commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

1.18 Name Brands: Specifications may reference name brands and model numbers. It

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is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be

Initials of Bidder: AP

that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point(s) of delivery. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

Initials of Bidder: RP

most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and

Initials of Bidder: AP

name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

2.0 TERMS & CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited. Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend

Initials of Bidder: AP

County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee

Initials of Bidder: AP

excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty. Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

Initials of Bidder: AP

2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the 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

Initials of Bidder: AP

and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with all vendors meeting or exceeding specifications to provide and/or haul Earthen Road Materials as stated herein.

4.0 PRE-BID CONFERENCE:

There is not a pre-bid conference for this contract.

Initials of Bidder: _____

5.0 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.

6.0 TEXAS ETHICS COMMISSION FORM 1295:

6.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

6.2 On line instructions:

6.2.1 Name of governmental entity is to read: Fort Bend County.

6.2.2 Identification number used by the governmental entity is: B25-041.

6.2.3 Description is the title of the solicitation: Earthen Road Materials.

6.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

7.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

7.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of $100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

7.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Initials of Bidder: AP

8.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

9.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

10.0 INSURANCE:

10.1 All respondents shall submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

10.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits.

10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.(required for hauling only

10.2.2 Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

10.2.3 Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage

Initials of Bidder: _____

and products/completed operations arising out of the business operations of the policyholder.

10.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

11.0 INDEMNIFICATION:

11.1 Respondent expressly agrees to defend, indemnify and hold harmless the County from and against any and all loss, damage, claims, demands, lawsuits, liability, judgments and expenses, including attorney's fees, arising out of acts or omissions or activities of respondent, its agents, servants or employees, contractors performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

11.2 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.

11.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

11.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to

Initials of Bidder: AP

have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

11.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

12.0 PREVAILING WAGES:

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. All persons employed by Contractor shall be compensated at not less than the rates shown below. Contractor shall keep detailed records of each of its workers and said records shall be made available to County for inspection at all reasonable times. The Contractor shall pay Fort Bend County sixty dollars ($60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX20250038 01/03/2025
Superseded General Decision Number: TX20240038

State: Texas
Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

Initials of Bidder: _____

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.
Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025

SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.98 **	
ELECTRICIAN	$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.34 **	
Structures	$ 12.23 **	
LABORER		
Asphalt Raker	$ 12.36 **	

Initials of Bidder: AP

Flagger	$ 10.33 **
Laborer, Common	$ 11.02 **
Laborer, Utility	$ 11.73 **
Pipelayer	$ 12.12 **
Work Zone Barricade Servicer	$ 11.67 **
PAINTER (Structures)	$ 18.62
POWER EQUIPMENT OPERATOR:	
Asphalt Distributor	$ 14.06 **
Asphalt Paving Machine	$ 14.32 **
Broom or Sweeper	$ 12.68 **
Concrete Pavement Finishing Machine	$ 13.07 **
Concrete Paving, Curing, Float, Texturing Machine	$ 11.71 **
Concrete Saw	$ 13.99 **
Crane, Hydraulic 80 Tons or less	$ 13.86 **
Crane, Lattice boom 80 tons or less	$ 14.97 **
Crane, Lattice boom over 80 Tons	$ 15.80 **
Crawler Tractor	$ 13.68 **
Excavator, 50,000 pounds or less	$ 12.71 **
Excavator, Over 50,000 pounds	$ 14.53 **
Foundation Drill, Crawler Mounted	$ 17.43
Foundation Drill, Truck Mounted	$ 15.89 **
Front End Loader 3 CY or Less	$ 13.32 **
Front End Loader, Over 3 CY	$ 13.17 **
Loader/Backhoe	$ 14.29 **
Mechanic	$ 16.96 **
Milling Machine	$ 13.53 **
Motor Grader, Fine Grade	$ 15.69 **
Motor Grader, Rough	$ 14.23 **
Off Road Hauler	$ 14.60 **
Pavement Marking Machine	$ 11.18 **
Piledriver	$ 14.95 **
Roller, Asphalt	$ 11.95 **
Roller, Other	$ 11.57 **
Scraper	$ 13.47 **
Spreader Box	$ 13.58 **
Servicer	$ 13.97 **
Steel Worker	
Reinforcing Steel	$ 15.15 **
Structural Steel Welder	$ 12.85 **
Structural Steel	$ 14.39 **

Initials of Bidder: 

TRUCK DRIVER	
Low Boy Float	$ 16.03 **
Single Axle	$ 11.46 **
Single or Tandem Axle Dump	$ 11.48 **
Tandem Axle Tractor w/Semi Trailer	$ 12.27 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers.
0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Initials of Bidder: 

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:
    a) a survey underlying a wage determination

Initials of Bidder: 

b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Initials of Bidder: 

13.0 AWARD:

This contract will be awarded to all bidders meeting specifications as stated herein.

14.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2024 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

15.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section 1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

16.0 ADDITIONAL INFORMATION & REQUIREMENTS:

16.1 The County may purchase any one item from this bid without purchasing any other items from this bid.

16.2 All prices, unless otherwise specified, are to be FOB delivery point.

16.3 All orders for road materials must be authenticated by a Purchase Order issued by the Fort Bend County Purchasing Agent. Invoices not bearing a purchase order number will not be paid.

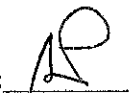
16.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

16.5 MSDS (Manufacturer's Safety Data Sheets) must be provided to ordering department on all applicable deliveries.

16.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

16.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

16.8 Contractor will guarantee all workmanship and materials for a one (1) year period from the substantial completion date of the project.

Initials of Bidder: 

17.0 DELIVERY:

17.1 Deliveries must include off-loading pump and hoses.

17.2 Items ordered from this bid may require delivery to various locations throughout Fort Bend County, as specified at time of order.

17.3 In order to be considered for delivery of road materials to a job site, vendor is required to enter price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Fort Bend County shall use rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff as applicable. Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Delivery location will be specified at time of order.

18.0 COUNTY STOCKPILE DELIVERY POINTS:

Rosenberg	Richmond	Crabb
Fairgrounds Stockpile Behind Fairgrounds Stella Road	Beechnut Service Center 19310 Beechnut	Crabb Service Center 201 Payne Lane

Needville	Fresno
9110 Long Drive	Service Center Fresno Stockpile 8 acres behind old Commissioner Office

19.0 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website https://sam.gov/content/home, if applicable, along with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/ .

20.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein with submission:

20.1 Electronic Excel file of Pricing Form on flash drive and printed hard copy

20.2 Vendor Form

20.3 W9 Form

20.4 Tax Form/Debt/Residence Certification

20.5 Contractor Acknowledgement of Storm Water Management Program

Initials of Bidder: 

Contract Sheet
Bid 25-041

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 25 day of March, 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 Prihoda Gravel Co. (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Road Materials** Are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 25 day of March 20 25.

Fort Bend County, Texas

By: KPGeorge
County Judge, KP George

By: Anthony Prihoda
Signature of Contractor

By: Anthony Prihoda Owner
Printed Name and Title

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Anthony Prihoda

2 Business name/disregarded entity name, if different from above
Prihoda Gravel Co.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5915 State Hwy 71

Requester's name and address (optional)

6 City, state, and ZIP code
Altair Tx. 77412

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

4	5	4	-	2	9	-	7	1	7	6

or

Employer identification number

7	6	-	0	3	0	0	3	7	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Anthony Prihoda | **Date** ▶ 1/22/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 76-0300370

Company Name submitting Bid/Proposal: Prihoda Gravel Co.

Mailing Address: P.O. Box 435 Altair Tx. 77412

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

None

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**
None	

** 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 Prihoda Gravel Co. is a Resident Bidder of Texas as defined in Government Code
[Company Name]
§2252.001.

I certify that _____ is a Nonresident Bidder as defined in Government Code
[Company Name]
§2252.001 and our principal place of business is _____.
[City and State]

Mandatory Form

Contractor Acknowledgement of Storm Water Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

Prihoda Gravel Co.

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

Anthony Prihoda — 2/11/25

Contractor Signature — Date

Anthony Prihoda

Printed Name

Owner

Title

Fort Bend County Pricing Form
Bid 25-041
Term Contract for Earthen Road Materials

Term: April 1, 2025 through March 31, 2026

VENDOR NAME: Pribeda Gravel Co.

Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 without RAP (Price Per Ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 with RAP (Price Per Ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Cement Stabilized Sand, TXDOT & PT #400.5 Portland Cement, Type I, 2 sack minimum, (price per ton)		**Unit Bid Price (Per Ton)**
Sand - Washed sand from an approved surface having a P.I. of 4 or less. May contain deleterious materials not be exceed the following weight:		
Material removed by decantation:	5.0%	
Clay lumps:	0.5%	
Other deleterious substances such as Shale, Coal, etc.	2.0%	
Grade Retainage:		
3/8 inch screen	0%	
1/4 inch screen	0-5%	
20 mesh screen	15-50%	
100 mesh screen	80-100%	
Plant/Pit/Siding		
Plant to Jobsite-1st mile		
Each add'l mile		
Laydown		
Plant Location/s		
Per 1/2 sack cement		
Minimum Order		

VENDOR NAME: Priboda Gravel Co.

Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete, (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete with 3% cement added, (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Flexible Base, TXDOT Item 247, 3/4", Type "D", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Flexible Base, TXDOT Item 247, 1 1/2", Type "D", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Flexible Base, TXDOT Item 247, 3/4", Type "B", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Flexible Base, TXDOT Item 247, 1 1/2", Type "B", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Initialso of Bidder: AP

VENDOR NAME: Prihoda Gravel Co.

Processed Pit Run, approximately 5/8" Diameter (price per ton)	Unit Bid Price (Per Ton)
Plant/Pit/Siding	8.25
Plant to Jobsite-1st mile	0.28
Each add'l mile	0.28
Plant Location/s	Altair Tx
Minimum Order	No Minimum

Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, without rap, Sac B, PG, 64-22 (price per ton)	Unit Bid Price (Per Ton)
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, with rap, Sac B, PG, 64-22 (price per ton)	Unit Bid Price (Per Ton)
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: TXDOT Item 350 (price per ton)	Unit Bid Price (Per Ton)
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Pre-coated Covetstone: PB-3 (price per ton)	Unit Bid Price (Per Ton)
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Pre-coated Coverstone: PB-4 & PB5 (price per ton)	Unit Bid Price (Per Ton)
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Initialso of Bidder: RE

VENDOR NAME: Prihoda Gravel Co.

Pulverizing Existing Asphalt and/or Base Road

This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".

Construction Methods:

- The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.
- The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.
- After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.
- Pulverizing material will be loaded by vendor onto County trucks or Contractor's trucks.
- The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner and/or County Representative.
- Pulverize existing material in-place, County to furnish support equipment.

Equipment:

- The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner and/or County Representative prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

Measurement:

- Work prescribed by this item will be measured by the liner foot of roadway.
- Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

Payment and bid price:

- The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

Pulverizing Only (price per Linear Foot)	**Unit Bid Price (Per Linear Foot)**
Up to a depth of 2"	
Up to a depth of 4"	
Up to a depth of 6"	
Up to a depth of 8"	
Up to a depth of 10"	
Up to a depth of 12"	
Up to a depth of 14"	
Pulverizing Existing Materials In-Place per Linear Foot	
Contractor will credit Fort Bend County for Pulverized Material:	**Unit Bid Price (Per Ton)**
Transported by Fort Bend County vehicles	
Transported by contractor's vehicles	

Initialso of Bidder: AP

VENDOR NAME: Prihoda Gravel Co.

Recycled Asphalt, Screened, 3" Diameter Maximum (price per ton)	Unit Bid Price (Per Ton)
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Field Sand (price cubic yard)	Unit Bid Price (Per Cubic Yard)
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location	
Minimum Order	

Fly Ash (price per ton)	Unit Bid Price (Per Ton)
This item is a by-product of coal-fired electric generating plants. ■ The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation, Departmental material specification D-9-8900 type B fly ash. ■ The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311. Installation (optional): ■ Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar.	
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Initialso of Bidder: AP

VENDOR NAME: Prihoda Gravel Co.

Fly Ash Stabilized Road Mix 50/50:	**Unit Bid Price (Per Ton)**
■Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424. ■Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash. ■The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash. ■The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31. ■Additional water will not be added during the production of fly ash stabilized road mix 50/50. ■The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend. ■The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31. Installation (optional): Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing.	
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location	
Minimum Order	

Texas ASPPM Grade IV Cold Mix - Road repair material. (price per ton)	**Unit Bid Price**
This product will be used by Fort Bend County as a permanent cold patch material for repair of roads.	
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Limestone Rock Asphalt: TxDOT Item DMS-9210 LRA, Type CC, D, AA (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Initialso of Bidder: AP

VENDOR NAME: Prihoda Gravel Co.

Lime and Lime Slurry - TXDOT Item 264

This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

- Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
- Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
- Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
- Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
- Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

Chemical:	**Type A**	**Type B**	**Type C**
Total "active" lime content, % by wt - - - - - - - - (i.e., % by wt $Ca(OH)_2$ + % by wt CaO, if present)	90.0 min[1]	87.0 min[2]	-
Unhydrated lime content, % by wt CaO: - - - - -	5.0 max	-	87.0 min
"Free Water" content, % by wt H_2O: - - - - - - - -	5.0 max	-	-
Physical: (Wet sieve requirement, as % by wt residue)	**Type A**	**Type B**	**Type C**
Retained on No. 6 (33360 micron) sieve: - - - - -	0.2 max	0.2 max[2]	8.0 max[3]
Retained on No. 30 (590 micron) sieve: - - - - - -	4.0 max	4.0 max[2]	-
Physical: (Dry sieve requirement, as % by wt residue)	**Type A**	**Type B**	**Type C**
Retained on a 1-inch (25 mm) sieve: - - - - - - - -	-	-	0
Retained on a 3/4 inch (19.0 mm) sieve: - - - - - -	-	-	10.0 max
Retained on a No. 100 (150 micron) sieve: - - - -	-	-	Grade DS-80% min. Grade S-no limits

Initialso of Bidder: AP

VENDOR NAME: Prihoda Gravel Co.

Lime and Lime Slurry - TXDOT Item 264, (cont'd)

Note 1: No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.

Note 2: In "solids content" of the slurry.

Note 3: The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.

Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.

Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.

Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".

Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved, for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as herein after specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

PRICING:	**Unit Bid Price**		
Percentage of Solid Contents	DRY SOLIDS	Hauling & Freight	Hauling & Freight
		$/Ton/Mile	$/Ton/Mile
	Unit Bid Price per Ton	1st Mile	Additional Mileage
31% Dry solids			
35% Dry solids			
46% Dry solids			

Initialso of Bidder: AP

VENDOR NAME: Prihoda Gravel Co.

Type A Hydrated Lime: TXDOT Item 264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers (price per ton)	Unit Bid Price (Per Ton)
Delivered and Applied at Jobsite	
Plant Location/s	

Asphalt aggregate, limestone Type D, 7/16" by #4 graduation (price per ton)	Unit Bid Price (Per Ton)
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

Type C, Hot Mix Asphaltic Concrete Pavement: TXDOT Item 341, Class A aggregates with PG7622 oil (price per ton)	Unit Bid Price (Per Ton)
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

623 Traprock Grade 3, TXDOT Item 302 (price per ton)	Unit Bid Price (Per Ton)
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

623 Traprock Grade 5, TXDOT Item 302 (price per ton)	Unit Bid Price (Per Ton)
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

Initialso of Bidder: RP

VENDOR NAME: Prihoda Gravel Co.

Bullrock 3" x 5" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	17.25
Plant to Jobsite-1st mile	0.28
Each add'l mile	0.28
Plant Location/s	Altair TX
Installation	—
Minimum Order	No Minimum

Rip Rap, Grade 1, 12" to 18" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

Limestone Base 1 1/2" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

Limestone Base 3/4" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

Initialso of Bidder: AP

VENDOR NAME: Piloda Gravel Co.

Screened Decomposed Granite Gravel %-: (price per ton)		**Unit Bid Price (Per Ton)**
Grain Size in Millimeters:		
% Cobbles	0.0	
% Gravel	32.0	
% Sand	57.0	
% Silt or Clay	11.0	
Classification:		
Sample No.	95/878	
LL	41	
PL	19	
PI	22	
Plant/Pit/Siding		
Plant to Jobsite-1st mile		
Each add'l mile		
Plant Location/s & Phone Number		
Minimum Order		

Road Stabilization Portland Cement: TxDOT Item 524.2, Type 1, 2, (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Minimum Order	
Reclaimed Portland Cement for Stabilization of Material (road mixed): Class A or H, containing no hazardous components (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Minimum Order	

Initialso of Bidder: AP

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1267645

Date Filed:
02/11/2025

Date Acknowledged:
03/25/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

prihoda gravel co.
Altair, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend Co.

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.

B25-041
Earthen Road Materials

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent
Office (281) 341-8640

Legal Company Name (top line of W9)	Texas Materials Group, Inc.		
Business Name (if different from legal name)			
Type of Business	☑ Corporation/LLC ☐ Partnership ☐ Sole Proprietor/Individual ☐ Tax Exempt		Age in Business? 79
Federal ID # or S.S. #	58-1401466	SAM.gov Unique Entity ID #	039939236
SAM.gov CAGE / NCAGE	3VJW5		
Publicly Traded Business	___ No X Yes Ticker Symbol _____		
Remittance Address	1320 Arrow Point Drive, Suite 60		
City/State/Zip	Cedar Park, Texas 78613		
Physical Address	3003 Kilgore Pkwy.		
City/State/Zip	Baytown,TX 77523		
Phone Number	713-292-2868		
E-mail	cestes@texasmaterials.com		
Contact Person	Chasity Estes		

Check all that apply to the company listed above and provide certification number.			Cert Date	Exp Date
	DBE-Disadvantaged Business Enterprise ☐ SBE-Small Business Enterprise ☐ HUB-Texas Historically Underutilized Business ☐ WBE-Women's Business Enterprise ☐	**Certification #** _____ **Certification #** _____ **Certification #** _____ **Certification #** _____		

Company's gross annual receipts			
	<$500,000 _____	$500,000-$4,999,999 _____	
	$5,000,000-$16,999,999 ___	$17,000,000-$22,399,999 _____	>$22,400,000 X

NAICs codes (Please enter all that apply)	324121
Signature of Authorized Representative	
Printed Name	Phillip King
Title	key Account Manager
Date	2/21/2025

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase and Hauling Earthen Road Materials
BID 25-041

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.

SUBMIT NO LATER THAN:

Tuesday, February 25, 2025
2:00 PM (Central)

LABEL ENVELOPE:

BID 25-041
EARTHEN ROAD MATERIALS

ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.

BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.

BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing after the Commissioners Court awards.

Requests for information must be in writing and directed to:
Krystle Sanchez
Senior Buyer
Krystle.Sanchez@fortbendcountytx.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

Prepared: 02/04/25
Issued: 02/09/25

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

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bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Krystle Sanchez, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Krystle.Sanchez@fortbendcountytx.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, February 18, 2025 at 9:00 a.m. (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

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the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

1.18 Name Brands: Specifications may reference name brands and model numbers. It

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is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

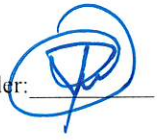
1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be

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that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

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most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and

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name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

2.0 TERMS & CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend

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County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee

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excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

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2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance

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and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with all vendors meeting or exceeding specifications to provide and/or haul Earthen Road Materials as stated herein.

4.0 PRE-BID CONFERENCE:

There is not a pre-bid conference for this contract.

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5.0 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.

6.0 TEXAS ETHICS COMMISSION FORM 1295:

6.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

6.2 On-line instructions:

6.2.1 Name of governmental entity is to read: Fort Bend County.

6.2.2 Identification number used by the governmental entity is: B25-041.

6.2.3 Description is the title of the solicitation: Earthen Road Materials.

6.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

7.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

7.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of $100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

7.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

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8.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

9.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

10.0 INSURANCE:

10.1 All respondents shall submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

10.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.(required for hauling only

10.2.2 Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

10.2.3 Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage

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and products/completed operations arising out of the business operations of the policyholder.

10.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

11.0 INDEMNIFICATION:

11.1 Respondent expressly agrees to defend, indemnify and hold harmless the County from and against any and all loss, damage, claims, demands, lawsuits, liability, judgments and expenses, including attorney's fees, arising out of acts or omissions or activities of respondent, its agents, servants or employees, contractors performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

11.2 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.

11.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

11.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to

Initials of Bidder: _____

have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

11.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

12.0 PREVAILING WAGES:

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. All persons employed by Contractor shall be compensated at not less than the rates shown below. Contractor shall keep detailed records of each of its workers and said records shall be made available to County for inspection at all reasonable times. The Contractor shall pay Fort Bend County sixty dollars ($60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX20250038 01/03/2025
Superseded General Decision Number: TX20240038

State: Texas
Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

Initials of Bidder: _____

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.
Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025

SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.98 **	
ELECTRICIAN	$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.34 **	
Structures	$ 12.23 **	
LABORER		
Asphalt Raker	$ 12.36 **	

Initials of Bidder: _____

Flagger	$ 10.33 **
Laborer, Common	$ 11.02 **
Laborer, Utility	$ 11.73 **
Pipelayer	$ 12.12 **
Work Zone Barricade Servicer	$ 11.67 **
PAINTER (Structures)	$ 18.62
POWER EQUIPMENT OPERATOR:	
Asphalt Distributor	$ 14.06 **
Asphalt Paving Machine	$ 14.32 **
Broom or Sweeper	$ 12.68 **
Concrete Pavement Finishing Machine	$ 13.07 **
Concrete Paving, Curing, Float, Texturing Machine	$ 11.71 **
Concrete Saw	$ 13.99 **
Crane, Hydraulic 80 Tons or less	$ 13.86 **
Crane, Lattice boom 80 tons or less	$ 14.97 **
Crane, Lattice boom over 80 Tons	$ 15.80 **
Crawler Tractor	$ 13.68 **
Excavator, 50,000 pounds or less	$ 12.71 **
Excavator, Over 50,000 pounds	$ 14.53 **
Foundation Drill, Crawler Mounted	$ 17.43
Foundation Drill, Truck Mounted	$ 15.89 **
Front End Loader 3 CY or Less	$ 13.32 **
Front End Loader, Over 3 CY	$ 13.17 **
Loader/Backhoe	$ 14.29 **
Mechanic	$ 16.96 **
Milling Machine	$ 13.53 **
Motor Grader, Fine Grade	$ 15.69 **
Motor Grader, Rough	$ 14.23 **
Off Road Hauler	$ 14.60 **
Pavement Marking Machine	$ 11.18 **
Piledriver	$ 14.95 **
Roller, Asphalt	$ 11.95 **
Roller, Other	$ 11.57 **
Scraper	$ 13.47 **
Spreader Box	$ 13.58 **
Servicer	$ 13.97 **
Steel Worker	
Reinforcing Steel	$ 15.15 **
Structural Steel Welder	$ 12.85 **
Structural Steel	$ 14.39 **

Initials of Bidder: _____

TRUCK DRIVER	
Low Boy Float	$ 16.03 **
Single Axle	$ 11.46 **
Single or Tandem Axle Dump	$ 11.48 **
Tandem Axle Tractor w/Semi Trailer	$ 12.27 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers.
0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Initials of Bidder: _____

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

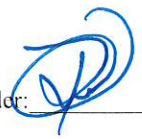
?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:
    a) a survey underlying a wage determination

Initials of Bidder: 

b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Initials of Bidder: 

13.0 AWARD:

This contract will be awarded to all bidders meeting specifications as stated herein.

14.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2024 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

15.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section 1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

16.0 ADDITIONAL INFORMATION & REQUIREMENTS:

16.1 The County may purchase any one item from this bid without purchasing any other items from this bid.

16.2 All prices, unless otherwise specified, are to be FOB delivery point.

16.3 All orders for road materials must be authenticated by a Purchase Order issued by the Fort Bend County Purchasing Agent. Invoices not bearing a purchase order number will not be paid.

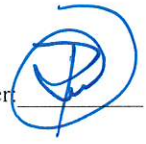
16.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

16.5 MSDS (Manufacturer's Safety Data Sheets) must be provided to ordering department on all applicable deliveries.

16.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

16.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

16.8 Contractor will guarantee all workmanship and materials for a one (1) year period from the substantial completion date of the project.

Initials of Bidder 

17.0 DELIVERY:

17.1 Deliveries must include off-loading pump and hoses.

17.2 Items ordered from this bid may require delivery to various locations throughout Fort Bend County, as specified at time of order.

17.3 In order to be considered for delivery of road materials to a job site, vendor is required to enter price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Fort Bend County shall use rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff as applicable. Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Delivery location will be specified at time of order.

18.0 COUNTY STOCKPILE DELIVERY POINTS:

Rosenberg
Fairgrounds Stockpile
Behind Fairgrounds
Stella Road

Richmond
Beechnut Service Center
19310 Beechnut

Crabb
Crabb Service Center
201 Payne Lane

Needville
9110 Long Drive

Fresno
Service Center Fresno Stockpile
8 acres behind old Commissioner Office

19.0 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website https://sam.gov/content/home, if applicable, along with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/ .

20.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein with submission:

20.1 Electronic Excel file of Pricing Form on flash drive and printed hard copy

20.2 Vendor Form

20.3 W9 Form

20.4 Tax Form/Debt/Residence Certification

20.5 Contractor Acknowledgement of Storm Water Management Program

Initials of Bidder: _____

Contract Sheet
Bid 25-041

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 25 day of March, 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 Texas Materials Group, Inc. (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Road Materials** Are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 25 day of March 20 25.

Fort Bend County, Texas

By: KPGeorge
County Judge, KP George

By:
Signature of Contractor

By: Phillip King; Key Account manager
Printed Name and Title

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Texas Materials Group, Inc.

2 Business name/disregarded entity name, if different from above
DBA Texas Materials

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
Texas Materials Group, Inc. dba Texas Materials

Requester's name and address (optional)

6 City, state, and ZIP code
3003 Kilgore Pkwy., Baytown, TX 77523

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
5 8 - 1 4 0 1 4 6 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 3-01-2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) 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.: **RFQ** B25-041

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 58-1401466

Company Name submitting Bid/Proposal: Texas Materials Group, Inc.

Mailing Address: 3003 Kilgore Pkwy., Baytown, TX 77523

Are you registered to do business in the State of Texas? ✔ Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*	Property address or location**

** This is the property account identification number assigned by the Fort Bend County Appraisal District.*

*** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes [X] No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

[X] I certify that Texas Materials Group, 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]

Created 05/12

Mandatory Form

Contractor Acknowledgement of Storm Water Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

Texas Materials Group, Inc.

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

Contractor Signature

2/21/2025

Date

Phillip King

Printed Name

key Account Manager

Title

GULF COAST
A CRH COMPANY

Safety Data Sheet

May be used to comply with OSHA's Hazard Communication Standard, 29 CFR 1910.1200. Standard must be consulted for specific requirements.

Occupational Safety and Health Administration
(Non-Mandatory Form)
Form Approved
OMB No. 1218-0072

Manufacturer's Name Texas Materials Group, Inc. dba Gulf Coast	Emergency Telephone Number Bob Campbell, Operations Manager (281) 960-6590
Identity: Hot Asphaltic Concrete Type D, Type C, Black Base	**Date Revised:** June 26, 2018
Plant #2: 5303 Navigation Blvd. Houston, Texas 77011	Plant #40: 2682 Wald Road New Braunfels, Texas 78132
Plant #3: 27734 Hwy Blvd. Katy, Texas 77494	Plant #41: 21303 FM-2252 San Antonio, Texas 78266
Plant #6: 9519 Old Galveston Road Houston, Texas 77034	Plant #42: 4901 South US 281 Burnet, Texas 78611
Plant #8: 15409 Old Humble Road Humble, Texas 77347	Plant #44: 850 Solms Quarry Road New Braunfels, Texas 78132
Plant #9: 11913 FM-529 Houston, Texas 77041	Plant #50: 102 East Ruethinger Road Laredo, Texas 78045
Plant #11: 5730 Old Alvin Road Rosharon, Texas 77583	Plant #51: 3077 South Highway 37 Three Rivers, Texas 78071
Plant #13: 9514 FM 379 Navasota, Texas 77868	

Section II - Hazard Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity; Common Name(s))	OSHA PEL	ACGIH TLV	Other Limits Recommended	%(optional)
PG64-22 Paving Asphalt / Petroleum Asphalt	5mg/M3	5mg/M3		5
Aggregates: Sand, Gem Sand and Limestone Mixture				

Section III – Physical/Chemical Characteristics

Boiling Point Greater than	900° F	Specific Gravity (H_2O = 1)	2.0 – 2.5
Vapor Pressure (mm Hg.) Less than	1	Melting Point	400° F – 425° F
Vapor Density (AIR = 1)	N/A	Evaporation Rate (Butyl Acetate = 1)	1
Solubility in Water Negligible			

Appearance and Odor
Black Granular – Petroleum Odor

Section IV - Fire and Explosion Hazard Data

Flash Point (Method Used)	Flammable Limits	LEL	UEL
C.O.C. 450° F Minimum	Unknown	N/A	N/A

Extinguishing Media

Foam, CO2, Steam or dry powder

Special Fire Fighting Procedures

Do not use streams of water as it may cause fire to spread.

Unusual Fire and Explosion Hazards

Do not heat above flashpoint. Petroleum asphalt vapors can explode when concentrated in an enclosed environment with an ignition source.

Section V – Reactivity Data

Stability			Conditions to Avoid
	Unstable		Avoid contact with strong oxidizing agents and fluorine.
	Stable	X	

Incompatibility *(Materials to Avoid)*

Strong oxidizers may react with hydrocarbons. Contact with fluorine may cause burning.

Hazardous Decomposition or Byproducts

Carbon Monoxide and Carbon Dioxide

Hazardous Polymerization			Conditions to Avoid
	May Occur		N/A
	Will Not Occur	X	

Section VI – Health Hazard Data

Route(s) of Entry:	Inhalation?	Skin?	Ingestion?
	Yes	Yes	N/A

Health Hazards *(Acute and Chronic)*

Vapors from heated asphalt may produce pulmonary irritation, nausea or dizziness.

Prolonged contact with skin may cause dermatitis. Contact of molten asphalt with skin can cause burns.

Carcinogenicity:	NTP?	IARC Monographs?	OSHA Regulated?
	No	No	No

Signs and Symptoms of Exposure

Prolonged or repeated contact with skin may cause allergic skin reaction.

Medical Conditions Generally Aggravated by Exposure
Existing abnormal conditions of the skin or respiratory system may be aggravated.

Emergency and First Aid Procedures
If molten asphalt contacts skin, plunge part into water. Do not attempt to pull asphalt off. Remove with oil dissolving skin cleaner.

Section VII - Precautions for Safe Handling and Use

Steps to Be Taken in Case Material is Released or Spilled
Avoid contact while molten.

Waste Disposal Method
Scoop up and place in open containers. Waste should be disposed of according to all applicable Federal, State, and Local regulations.

Precautions to Be taken in Handling and Storing
Workers should station themselves on the windward side of the asphalt emissions when possible.

Other Precautions
N/A

Section VIII - Control Measures

Respiratory Protection *(Specify Type)*
Not normally necessary. If conditions warrant utilize an NIOSH/MSHA approved respirator.

Ventilation	Local Exhaust	Special
	Yes	N/A
	Mechanical *(General)*	Other
	N/A	N/A

Protective Gloves
Wear heavy gloves when molten.

Eye Protection
Wear face shield while molten.

Other Protective Clothing or Equipment
Wear apron while pouring molten.

Work/Hygienic Practices
Wash hands before eating, drinking, or smoking.

GULF COAST

A CRH COMPANY

SAFETY DATA SHEET

Effective Date: 02/15/2017

Crushed Concrete

SECTION 1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Name:	Formula:
Crushed Concrete	Mixture

Synonyms/Common Names:
Recycled Hardened Concrete, Recycled Crushed Concrete

Manufacturer/Contact Info:	General Phone Number:
Gulf Coast 3003 Kilgore Parkway Baytown, TX 77523	281.421.2521 (8-5 PST, M-F)
	Emergency Phone Number:
	713.504.0387

SECTION 2. COMPOSITION INFORMATION ON INGREDIENTS

Hazardous Components	CAS No.	% by Weight
Aggregate (limestone, granite, sand and gravel, etc.)* *Composition varies naturally-typically contains quartz (crystalline silica)	Mixture 14808-60-7	60-95 >1
Hydrated Portland Cement	65997-15-1	3-40

SECTION 3. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

WARNING
Dust irritates the eyes, skin and respiratory tract. Wet material may be slightly caustic and cause irritation or injury. Avoid breathing excessive dust. Breathing silica-containing dust for prolonged periods in the workplace can cause lung damage and a lung disease called silicosis. Several scientific organizations have classified crystalline silica as causing lung cancer in humans. Silicosis or lung cancer can result in permanent injury or death.

POTENTIAL HEALTH EFFECTS

Primary Routes of Exposure:
Eyes, skin, inhalation

Eye Contact:
Dust particles can scratch the eye causing tearing, redness, a stinging or burning feeling, or swelling of the eyes with blurred vision. Wet material may be slightly caustic and cause irritation or injury. Effects may become more serious with repeated or prolonged contact.

Skin Contact:
Dust particles can scratch and irritate the skin with redness, an itching or burning feeling, swelling of the skin, and/or rash. Wet material may be slightly caustic and cause irritation, and may cause contact dermatitis, with symptoms that may include (but are not limited to) reddening, irritation and rash. Effects may become more serious with repeated or prolonged contact.

Skin Absorption:
Not expected to be a significant exposure route following short-term exposure.

Inhalation:
Dusts from hardened product may irritate the mouth, nose, throat and lungs. Coughing sneezing and shortness of breath may occur.

Ingestion:
Wet material is slightly caustic and causes tissue irritation. Ingestion of large amounts may cause gastrointestinal irritation including nausea, vomiting and diarrhea and blockage.

Effects Following Prolonged or Repeated Exposure:
If product is subjected to mechanical forces (such as demolition work) which generates dust particles, exposure to respirable crystalline silica-containing dust is possible. Exposure to high levels of respirable crystalline silica is associated with silicosis, lung cancer, and autoimmune disorders. For additional information, see Section 11.

POTENTIAL HEALTH EFFECTS

Carcinogenicity:
Crystalline silica has been listed as a carcinogen by the International Agency for Research on Cancer (IARC), the National Toxicology Program (NTP), and/or the Occupational Safety and Health Administration (OSHA). For additional information, see Section 11.

Signs and Symptoms of Exposure:
Symptoms of silicosis may include (but are not limited to) shortness of breath, difficulty breathing with or without exertion; coughing; diminished work capacity; diminished chest expansion; reduction of lung volume; right heart enlargement and/or failure.

Medical Conditions Aggravated by Exposure:
Pre-existing medical conditions that may be aggravated by exposure include disorders of the eye, skin and lung including asthma and other breathing disorders. If addicted to tobacco, smoking will impair the ability of the lungs to clear themselves of dust.

SECTION 4. FIRST AID MEASURES

Eyes:
Immediately flush eye(s) with plenty of clean water for at least 15 minutes, while holding the eyelid(s) open. Occasionally lift the eyelid(s) to ensure thorough rinsing. Beyond flushing, do not attempt to remove material from the eye(s). Get immediate medical attention.

Skin:
Wash affected areas thoroughly with mild soap and fresh water. Remove and wash contaminated clothing.Contact a physician if irritation persists or later develops. Burns should be treated as caustic burns.

Inhalation:
For dried product dust inhalation, remove person to fresh air. Dust in throat and nasal passages should clear spontaneous. Contact a physician if irritation persists or later develops.

Ingestion:
If person is conscious, do not induce vomiting. Give large quantity of water and get immediate medical attention. Never attempt to make an unconscious person drink.

Notes to Physician:
Not all individuals with silicosis will exhibit symptoms of the disease. However, silicosis can be progressive, and symptoms can appear at any time, even years after exposures have ceased. Persons with silicosis have an increased risk of pulmonary tuberculosis infection.

SECTION 5. FIREFIGHTING MEASURES

Flash Point (Method Used):
Not applicable

Flammable Limits:
LEL: Not applicable UEL: Not applicable

Autoignition Temperature:
Not applicable

Extinguishing Media:
The presence of this material in a fire does not hinder the use of any standard extinguishing medium. Use extinguishing medium for surrounding fire.

Special Firefighting Procedures:
None

Unusual Fire and Explosion Hazards:
Contact (dust) with powerful oxidizing agents may cause fire and/or explosions (see Section 10 of MSDS).

SECTION 6. ACCIDENTAL RELEASE MEASURES

Precautions if Material is Spilled or Released:
Persons involved in cleanup processes should first observe precautions (as appropriate) identified in Section 8 of this MSDS. Spilled material, where dust is generated, may overexpose cleanup personnel to respirable crystalline silica-containing dust. Do not dry sweep or use compressed air for clean-up. Wetting of spilled material and/or use of respiratory protective equipment may be necessary. Prevent spilled materials from entering streams, drains, or sewers.

Waste Disposal Method(s):
Crushed concrete can be disposed of as common waste. Dispose of waste materials in accordance with applicable federal, state and local laws and regulations.

Environmental Precautions:
Not applicable

SECTION 7. HANDLING AND STORAGE

Storage:
Do not store near food and beverages or smoking materials.

Handling:
Respirable crystalline silica-containing dust may be generated during processing, handling, and storage. Use personal protection and controls identified in Section 8 of this MSDS as appropriate.
MANUFACTURED SAND MADE FROM THIS PRODUCT MUST NOT BE USED AS AN ABRASIVE BLASTING AGENT.

SECTION 8. EXPOSURE CONTROLS AND PERSONAL PROTECTION

Legend:
NE = Not Established; PEL = Permissible Exposure Limit; TLV = Threshold Limit Value; REL = Recommended Exposure Limit; OSHA = Occupational Safety and Health Administration; MSHA = Mine Safety and Health Administration; NIOSH = National Institute for Occupational Safety and Health; ACGIH = American Conference of Governmental Industrial Hygienists

Component	OSHA/MSHA PEL	ACGIH TLV	NIOSH REL
Limestone (Calcium Carbonate)	15 mg/m³ (total dust) 5 mg/m³ (respirable fraction)	10 mg/m³ (total dust as calcium carbonate)	15 mg/m³ (total dust) 5 mg/m³ (respirable fraction)
Other Particulates	15 mg/m³ (total dust) 5 mg/m³ (respirable fraction)	10 mg/m³ (inhalable fraction) 3 mg/m³ (respirable fraction)	15 mg/m³ (total dust) 5 mg/m³ (respirable fraction)
Respirable dust containing silica	10 mg/m³ ÷ (% silica + 2)	Use Respirable Silica TLV	Use Respirable Silica REL
Total dust containing silica	OSHA: 30 mg/m³ ÷ (% silica + 2) MSHA: 30 mg/m³ ÷ (% silica + 3)	NE	NE
Respirable Crystalline Silica (quartz)	NE - Use respirable dust PEL	0.025 mg/m³	0.05 mg/m³
Respirable Tridymite and Cristobalite (other forms of crystalline silica)	½ of OSHA and MSHA respirable dust PEL	0.025 mg/m³	0.05 mg/m³
Portland Cement	15 mg/m³ (total dust) 5 mg/m³ (respirable fraction)	10 mg/m³	10 mg/m³ (total dust) 5 mg/m³ (respirable fraction)

Eye Protection:
Safety glasses with side shields should be worn as minimum protection. Dust goggles should be worn when excessively (visible) dusty conditions are present or are anticipated.

Skin Protection (Protective Gloves/Clothing):
Use gloves to provide hand protection from abrasion. In dusty conditions, use long sleeve shirts. Wash work clothes after each use.

Respiratory Protection:
All respirators must be NIOSH-approved for the exposure levels present. (See NIOSH Respirator Selection Guide). The need for respiratory protection should be evaluated by a qualified safety and health professional. Activities that generate dust require the use of an appropriate dust respirator where dust levels exceed or are likely to exceed allowable exposure limits. For respirable silica levels that exceed or are likely to exceed an 8 hr Time Weighted Average (TWA) of 0.5 mg/m³, a high efficiency particulate filter respirator must be worn at a minimum; however, if respirable silica levels exceed or are likely to exceed an 8 hr TWA of 5.0 mg/m³ a positive pressure, full face respirator or equivalent is required. Respirator use must comply with applicable MSHA (42 CFR 84) or OSHA (29 CFR 1910.134) standards, which include provisions for a user training program, respirator inspection, repair and cleaning, respirator fit testing, medical surveillance and other requirements.

Engineering Controls:
Activities that generate dust require the use of general ventilation, local exhaust and/or wet suppression methods to maintain exposures below allowable exposure limits.

Other:
Respirable dust and quartz levels should be monitored regularly to determine worker exposure levels. Exposure levels in excess of allowable exposure limits should be reduced by all feasible engineering controls, including (but not limited to) wet suppression, ventilation, process enclosure, and enclosed employee workstations.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Boiling Point: Not applicable	**pH:** Not applicable	**Specific Gravity (H_2O = 1):** 1.7 - 3.0
Evaporation Rate (Butyl Acetate = 1): Not applicable	**Melting Point:** Not applicable	**Vapor Pressure (mm Hg.):** Not applicable
Solubility in Water: Negligible	**Vapor Density (Air = 1):** Not applicable	**% Volatile:** 0%

Appearance and Odor:
Gray, solid mixture. Faint odor.

SECTION 10. STABILITY AND REACTIVITY

Stability:
Stable under normal temperatures and pressures.

Conditions to Avoid:
Contact with incompatible materials should be avoided (see below). See Sections 5 and 7 for additional information.

Incompatibility (Materials to Avoid):
Strong acids. Silica reacts violently with powerful oxidizing agents such as fluorine, boron trifluoride, chlorine trifluoride, manganese trifluoride, and oxygen difluoride yielding possible fire and/or explosions. Silica dissolves readily in hydrofluoric acid producing a corrosive gas - silicon tetrafluoride.

Hazardous decomposition or byproducts:
Silica-containing respirable dust particles may be generated. When heated, quartz is slowly transformed into tridymite (above 860°C/1580°F) and cristobalite (above 1470°C/2678°F). Both tridymite and cristobalite are other forms of crystalline silica and are considered more fibrogenic to the lungs than quartz.

Hazardous Polymerization:
Not known to occur.

SECTION 11. TOXICOLOGICAL INFORMATION

Acute Effects:
No specific data on product. Portland cement dust severely irritates the tissues contacted primarily because of its alkalinity.

Effects Following Prolonged or Repeated Exposure:
Hydraulic (Portland) cement may contain trace amounts of hexavalent chromium. Hexavalent chromium has been associated in some individuals with causing allergic reactions which may be manifested as contact dermatitis and skin ulcerations. Individuals who develop allergies to skin sensitizers such as hexavalent chromium, may experience a reaction upon repeated contact with these compounds. Irritated or broken skin is more likely to develop further complications such as ulcers and infection.

Dermatitis and allergic reactions have been observed in workers with chronic exposure to fly ash. This was attributed to trace amounts of chromium, cobalt, nickel and other metals in the fly ash.

The following information pertains to airborne dust from hardened dry material:

Prolonged overexposure to respirable dusts in excess of allowable exposure limits can cause inflammation of the lungs leading to possible fibrotic changes, a medical condition known as pneumoconiosis.

Prolonged and repeated inhalation of respirable crystalline silica-containing dust in excess of allowable exposure limits may cause a chronic form of silicosis, an incurable lung disease that may result in permanent lung damage or death. Chronic silicosis generally occurs after 10 years or more of overexposure; a more accelerated type of silicosis may occur between 5 and 10 years of higher levels of exposure. In early stages of silicosis, not all individuals will exhibit symptoms (signs) of the disease. However, silicosis can be progressive, and symptoms can appear at any time, even years after exposure has ceased. Symptoms of silicosis may include, but are not limited to, the following: shortness of breath; difficulty breathing with or without exertion; coughing; diminished work capacity; diminished chest expansion; reduction of lung volume; right heart enlargement and/or failure. Persons with silicosis have an increased risk of pulmonary tuberculosis infection.

Repeated overexposures to very high levels of respirable crystalline silica (quartz, cristobalite, tridymite) for periods as short as six months may cause acute silicosis. Acute silicosis is a rapidly progressive, incurable lung disease that is typically fatal. Symptoms include (but are not limited to): shortness of breath, cough, fever, weight loss, and chest pain.

Respirable dust containing newly broken silica particles has been shown to be more hazardous to animals in laboratory tests than respirable dust containing older silica particles of similar size. Respirable silica particles which had aged for sixty days or more showed less lung injury in animals than equal exposures of respirable dust containing newly broken particles of silica.

There are reports in the literature suggesting that excessive crystalline silica exposure may be associated with autoimmune disorders and other adverse health effects involving the kidney. In particular, the incidence of scleroderma (thickening of the skin caused by swelling and thickening of fibrous tissue) appears to be higher in silicotic individuals. To date, the evidence does not conclusively determine a causal relationship between silica exposure and these adverse health effects.

Carcinogenicity:
Epidemiology studies on the association between crystalline silica exposure and lung cancer have had both positive and negative results. There is some speculation that the source and type of crystalline silica may play a role. Studies of persons with silicosis indicate an increased risk of developing lung cancer, a risk that increases with the level and duration of exposure. It is not clear whether or not lung cancer develops in non-silicotic patients. Several studies of silicotics do not account for lung cancer confounders, especially smoking, which have been shown to increase the risk of developing lung disorders, including emphysema and lung cancer.

In October 1996, an IARC Working Group designated respirable crystalline silica as carcinogenic (Group 1). The NTP's Report on Carcinogens, 9th edition, lists respirable crystalline silica as a "known human carcinogen." In year 2000, the American Conference of Governmental Industrial Hygienists (ACGIH) listed respirable crystalline silica (quartz) as a suspected human carcinogen (A-2). These classifications are based on sufficient evidence of carcinogenicity in certain experimental animals and on selected epidemiological studies of workers exposed to crystalline silica.

SECTION 12. ECOLOGICAL INFORMATION

Aquatic Ecotoxicological Data:
No specific data on this product. Not expected to be toxic to aquatic organisms.

Environmental Fate Data:
No specific data on this product.

Other:
No specific data on this product.

SECTION 13. DISPOSAL CONSIDERATIONS

Place contaminated materials in appropriate containers and dispose of in a manner consistent with applicable federal, state, and local regulations. Do not dump on the ground unless allowed by local regulatory officials. Prevent from entering drainage, sewer systems, and unintended bodies of water. It is the responsibility of the user to determine, at the time of disposal, whether product meets criteria for hazardous waste. Product uses, transformations, mixtures and processes, may render the resulting material hazardous.

SECTION 14. TRANSPORT INFORMATION [Note: Not intended to be all-inclusive.]

DOT Proper Shipping Name:	DOT Hazard Classification:
Not regulated.	Not applicable.
UN/NA Number:	DOT Packing Group:
Not applicable.	Not applicable.

Labeling Requirements:
Not applicable. Label as required by the OSHA Hazard Communication standard [29 CFR 1910.1200(f)] and applicable state and local regulations.

SECTION 15. REGULATORY INFORMATION [Note: Not intended to be all-inclusive.]

Toxic Substances Control Act (TSCA):
The components in this product are listed on the TSCA inventory or are exempt.

Comprehensive Environmental Response, Compensation and Liability Act (CERCLA):
Releases of this material to air, land, or water are not reportable to the National Response Center under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) or to state and local emergency planning committees under the Superfund Amendments and Reauthorization Act.

Superfund Amendments and Reauthorization Act of 1986 (SARA), Title III:
Section 302 extremely hazardous substances:
None

Section 311/312 hazard categories:
Acute Health:
Delayed Health

Section 313 reportable ingredients at or above de minimus concentrations:
None

California Proposition 65:
This product contains or may contain a chemical (crystalline silica, chromium) known to the State of California to cause cancer.

State Regulatory Lists:
The following materials/components are specifically listed by individual states. For details on regulatory requirements, you should contact the appropriate agency in your state:

Chemical Name	State
Crystalline silica (quartz)	CA; FL; MA; MN; NJ; PA

SECTION 16. OTHER INFORMATION

Disclaimer of Liability

Century Asphalt Materials, LTD. believes the information contain herein is accurate; however, Century Asphalt Materials, LTD. makes no guarantees with respect to such accuracy and assumes no liability in connection with the use of the information contained herin by any party. The provision of the information contained herin is not intended to be and should not be construed as legal advice or as ensuring compliance with federal, state, or local laws and regulations. Any party using this product should review all such laws, rules or regulations prior to use.

Material Safety Data Sheet

May be used to comply with

OSHA's Hazard Communication Standard, 29 CFR 1910.1200. Standard must be consulted for specific requirements.

U.S. Department of Labor

Occupational Safety and Health Administration

(Non-Mandatory Form)

Form Approved

OMB No. 1218-0072

Manufacturer's Name Texas Materials Group, Inc. dba Gulf Coast	Emergency Telephone Number (713) 410-8618 Phillip King, General Manager
Location #1: 4008 Highway 146 North Baytown, Texas 77520	Telephone Number for Information (281) 421-2621
Location #2: 5303 Navigation Houston, Texas 77011	Date Prepared May 11, 2004
Location #3: 27734 Hwy Blvd. Katy, Texas 77494	Identity: Cold Lay Mix

Section II - Hazard Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity; Common Name(s))	OSHA PEL	ACGIH TLV	Other Limits Recommended	%(optional)
AC-1.5 Paving Asphalt / Petroleum Asphalt	5mg/M3	5mg/M3		5
Aggregates: Sand, Gem Sand and Limestone Mixture				

Section III – Physical/Chemical Characteristics

Boiling Point Greater than	900° F	Specific Gravity (H_2O = 1)	2.0 – 2.5
Vapor Pressure (mm Hg.) Less than	1	Melting Point	400° F – 425° F

Vapor Density (AIR = 1)	N/A	Evaporation Rate (Butyl Acetate = 1)	1

Solubility in Water
Negligible

Appearance and Odor
Black Granular – Petroleum Odor

Section IV - Fire and Explosion Hazard Data

Flash Point (Method Used)	Flammable Limits	LEL	UEL
C.O.C. 450° F Minimum	Unknown	N/A	N/A

Extinguishing Media
Foam, CO2, Steam or dry powder

Special Fire Fighting Procedures
Do not use streams of water as it may cause fire to spread

Unusual Fire and Explosion Hazards
Do not heat above flashpoint. Petroleum asphalt vapors can explode when concentrated in an enclosed

environment with an ignition source.

Section V – Reactivity Data

Stability	Unstable	Conditions to Avoid
		Avoid contact with strong oxidizing agents and fluorine.
	Stable	

Incompatibility *(Materials to Avoid)*
Strong oxidizers may react with hydrocarbons. Contact with fluorine may cause burning.

Hazardous Decomposition or Byproducts
Carbon Monoxide and Carbon Dioxide.

Hazardous Polymerization	May Occur	Conditions to Avoid
		N/A
	Will Not Occur	

Section VI – Health Hazard Data

Route(s) of Entry:	Inhalation?	Skin?	Ingestion?
	Yes	Yes	N/A

Health Hazards *(Acute and Chronic)*
Vapors from heated asphalt may produce pulmonary irritation, nausea or dizziness.

Prolonged contact with skin may cause dermatitis. Contact of molten asphalt with skin can cause

burns.

Carcinogenicity:	NTP?	IARC Monographs?	OSHA Regulated?
	No	No	No

Signs and Symptoms of Exposure
Prolonged or repeated contact with skin may cause allergic skin reaction

Medical Conditions
Generally Aggravated by Exposure Existing abnormal conditions of the skin or respiratory system may

be aggravated.

Emergency and First Aid Procedures
If molten asphalt contacts skin, plunge part into water. Do not attempt to pull asphalt off. Remove with oil

dissolving skin cleaner.

Section VII - Precautions for Safe Handling and Use

Steps to Be Taken in Case Material is Released or Spilled
Avoid contact while molten.

Waste Disposal Method
Scoop up and place in open containers. Waste should be disposed of according to all applicable Federal, State

and Local regulations.

Precautions to Be taken in Handling and Storing
Workers should station themselves on the windward side of the asphalt emissions when possible.

Other Precautions
N/A

Section VIII - Control Measures

Respiratory Protection *(Specify Type)*
Not normally necessary. If conditions warrant utilize an NIOSH/MSHA approved respirator.

Ventilation	Local Exhaust Yes	Special N/A
	Mechanical *(General)* N/A	Other N/A

Protective Gloves
Wear heavy gloves when molten.

Eye Protection
Face shield while molten.

Other Protective Clothing or Equipment
Apron while pouring molten.

Work/Hygienic Practices
It is recommended that workers wash their hands before eating, drinking, or smoking.

Fort Bend County Pricing Form
Bid 25-041
Term Contract for Earthen Road Materials

Term: April 1, 2025 through March 31, 2026

VENDOR NAME:	Texas Materials
Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 without RAP (Price Per Ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$107.00
Plant to Jobsite-1st mile	$4.50
Each add'l mile	$ 0.30
Laydown	$ 25.00
Plant Location/s	Arcola & Rosenberg
Minimum Order	800 Tons

Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 with RAP (Price Per Ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 83.00
Plant to Jobsite-1st mile	$ 4.50
Each add'l mile	$ 0.30
Laydown	$ 25.00
Plant Location/s	Arcola & Rosenberg
Minimum Order	800 Tons

Cement Stabilized Sand, TXDOT & PT #400.5 Portland Cement, Type I, 2 sack minimum, (price per ton)	**Unit Bid Price (Per Ton)**
Sand - Washed sand from an approved surface having a P.I. of 4 or less. May contain deleterious materials not be exceed the following weight:	
Material removed by decantation: 5.0%	
Clay lumps: 0.5%	
Other deleterious substances such as Shale, Coal, etc. 2.0%	
Grade Retainage:	
3/8 inch screen 0%	
1/4 inch screen 0-5%	
20 mesh screen 15-50%	
100 mesh screen 80-100%	
Plant/Pit/Siding	N/A
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Per 1/2 sack cement	
Minimum Order	

VENDOR NAME: Texas Materials Group, Inc.

Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete, (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 27.00
Plant to Jobsite-1st mile	$ 4.00
Each add'l mile	$ 0.30
Laydown	N/A
Plant Location/s	Liberty Rd & Katy
Minimum Order	24 Tons

Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete with 3% cement added, (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 50.00
Plant to Jobsite-1st mile	$ 4.00
Each add'l mile	$ 0.30
Laydown	N/A
Plant Location/s	Liberty Rd
Minimum Order	24 Tons
Flexible Base, TXDOT Item 247, 3/4", Type "D", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 70.00
Plant to Jobsite-1st mile	$ 4.00
Each add'l mile	$ 0.30
Laydown	N/A
Plant Location/s	Cedar Port
Minimum Order	$ 1,000.00
Flexible Base, TXDOT Item 247, 1 1/2", Type "D", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 47.00
Plant to Jobsite-1st mile	$ 4.00
Each add'l mile	$ 0.30
Laydown	N/A
Plant Location/s	Cedar Port
Minimum Order	24 Tons
Flexible Base, TXDOT Item 247, 3/4", Type "B", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 65.00
Plant to Jobsite-1st mile	$ 4.00
Each add'l mile	$ 0.30
Laydown	N/A
Plant Location/s	Cedar Port
Minimum Order	24 Tons
Flexible Base, TXDOT Item 247, 1 1/2", Type "B", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$55
Plant to Jobsite-1st mile	$ 4.00
Each add'l mile	$ 0.30
Laydown	N/A
Plant Location/s	Cedar Port
Minimum Order	24 Tons

Initialso of Bidder: 

VENDOR NAME: Texas Materials Group, Inc.

Processed Pit Run, approximately 5/8" Diameter (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	N/A
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, without rap, Sac B, PG, 64-22 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 115.00
Plant to Jobsite-1st mile	$ 4.50
Each add'l mile	$ 0.30
Laydown	$ 25.00
Plant Location/s	Arcola & Rosenberg
Minimum Order	800 Tons

Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, with rap, Sac B, PG, 64-22 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 89.00
Plant to Jobsite-1st mile	$ 4.50
Each add'l mile	$ 0.30
Laydown	$ 25.00
Plant Location/s	Arcola & Rosenberg
Minimum Order	800 Tons

Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: TXDOT Item 350 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 125.00
Plant to Jobsite-1st mile	$ 4.50
Each add'l mile	$ 0.30
Laydown	N/A
Plant Location/s	Navigation
Minimum Order	24 Tons

Pre-coated Coverstone: PB-3 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 75.00
Plant to Jobsite-1st mile	$ 4.50
Each add'l mile	$ 0.30
Laydown	N/A
Plant Location/s	Arcola & Rosenberg
Minimum Order	400 Tons

Pre-coated Coverstone: PB-4 & PB5 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 80.00
Plant to Jobsite-1st mile	$ 4.50
Each add'l mile	$ 0.30
Laydown	N/A
Plant Location/s	Arcola & Rosenberg
Minimum Order	400 Tons

Initialso of Bidder: _____

VENDOR NAME: Texas Materials

Pulverizing Existing Asphalt and/or Base Road

This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".

Construction Methods:

- The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.
- The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.
- After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.
- Pulverizing material will be loaded by vendor onto County trucks or Contractor's trucks.
- The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner and/or County Represenative.
- Pulverize existing material in-place, County to furnish support equipment.

Equipment:

- The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner and/or County Representative prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

Measurement:

- Work prescribed by this item will be measured by the liner foot of roadway.
- Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

Payment and bid price:

- The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

Pulverizing Only (price per Linear Foot)	**Unit Bid Price (Per Linear Foot)**
Up to a depth of 2"	$ 8.50
Up to a depth of 4"	$ 15.00
Up to a depth of 6"	$ 22.50
Up to a depth of 8"	$ 30.00
Up to a depth of 10"	$ 38.00
Up to a depth of 12"	$ 45.00
Up to a depth of 14"	$ 53.00
Pulverizing Existing Materials In-Place per Linear Foot	$ 10.00
Contractor will credit Fort Bend County for Pulverized Material:	**Unit Bid Price (Per Ton)**
Transported by Fort Bend County vehicles	$ 8.00
Transported by contractor's vehicles	$ 2.00

Initialso of Bidder: 

VENDOR NAME: Texas Materials

Recycled Asphalt, Screened, 3" Diameter Maximum (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	N/A
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Field Sand (price cubic yard)	**Unit Bid Price (Per Cubic Yard)**
Plant/Pit/Siding	N/A
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location	
Minimum Order	

Fly Ash (price per ton)	**Unit Bid Price (Per Ton)**
This item is a by-product of coal-fired electric generating plants. ■ The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash. ■ The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311. Installation (optional): ■ Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar.	
Plant/Pit/Siding	N/A
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Initialso of Bidder

VENDOR NAME:	Texas Materials
Fly Ash Stabilized Road Mix 50/50: ■Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424. ■Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash. ■The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash. ■The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31. ■Additional water will not be added during the production of fly ash stabilized road mix 50/50. ■The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend. ■The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31. Installation (optional): Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing.	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	N/A
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location	
Minimum Order	

Texas ASPPM Grade IV Cold Mix - Road repair material, (price per ton)	**Unit Bid Price**
This product will be used by Fort Bend County as a permanent cold patch material for repair of roads.	
Plant/Pit/Siding	N/A
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Limestone Rock Asphalt: TxDOT Item DMS-9210 LRA, Type CC, D, AA (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	N/A
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Initialso of Bidder

VENDOR NAME: Texas Materials

Lime and Lime Slurry - TXDOT Item 264

This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

- Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
- Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
- Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
- Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
- Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

Chemical:	**Type A**	**Type B**	**Type C**
Total "active" lime content, % by wt - - - - - - - (i.e., % by wt Ca(OH)2 + % by wt CaO, if present)	90.0 min[1]	87.0 min[2]	-
Unhydrated lime content, % by wt CaO: - - - - -	5.0 max	-	87.0 min
"Free Water" content, % by wt H_2O: - - - - - - - -	5.0 max	-	-
Physical: (Wet sieve requirement, as % by wt residue):	**Type A**	**Type B**	**Type C**
Retained on No. 6 (33360 micron) sieve: - - - - -	0.2 max	0.2 max[2]	8.0 max[3]
Retained on No. 30 (590 micron) sieve: - - - - - -	4.0 max	4.0 max[2]	-
Physical: (Dry sieve requirement, as % by wt residue):	**Type A**	**Type B**	**Type C**
Retained on a 1-inch (25 mm) sieve: - - - - - - - -	-	-	0
Retained on a 3/4 inch (19.0 mm) sieve: - - - - - -	-	-	10.0 max
Retained on a No. 100 (150 micron) sieve: - - - -	-	-	Grade DS-80% min. Grade S-no limits

Initialso of Bidder: _____

VENDOR NAME: Texas Materials

Lime and Lime Slurry - TXDOT Item 264, (cont'd)

Note 1: No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.
Note 2: In "solids content" of the slurry.
Note 3: The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.
Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.
Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.
Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".
Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as herein after specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

PRICING:	**Unit Bid Price**		
Percentage of Solid Contents	DRY SOLIDS	Hauling & Freight	Hauling & Freight
		$/Ton/Mile	$/Ton/Mile
	Unit Bid Price per Ton	1st Mile	Additional Mileage
31% Dry solids			N/A
35% Dry solids			
46% Dry solids			

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VENDOR NAME: Texas Materials

Type A Hydrated Lime: TXDOT Item 264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers (price per ton)	Unit Bid Price (Per Ton)
Delivered and Applied at Jobsite	N/A
Plant Location/s	

Asphalt aggregate, limestone Type D, 7/16" by #4 graduation (price per ton)	Unit Bid Price (Per Ton)
Plant/Pit/Siding	$ 60.00
Plant to Jobsite-1st mile	$ 4.00
Each add'l mile	$ 0.30
Plant Location/s	Cedar Port & Arcola
Minimum Order	24 Tons

Type C, Hot Mix Asphaltic Concrete Pavement: TXDOT Item 341, Class A aggregates with PG7622 oil (price per ton)	Unit Bid Price (Per Ton)
Plant/Pit/Siding	$ 125.00
Plant to Jobsite-1st mile	$ 4.50
Each add'l mile	$ 0.30
Plant Location/s	Arcola & Rosenberg
Minimum Order	800 Tons

623 Traprock Grade 3, TXDOT Item 302 (price per ton)	Unit Bid Price (Per Ton)
Plant/Pit/Siding	N/A
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

623 Traprock Grade 5, TXDOT Item 302 (price per ton)	Unit Bid Price (Per Ton)
Plant/Pit/Siding	N/A
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

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VENDOR NAME: Texas Materials

Bullrock 3" x 5" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 40.00
Plant to Jobsite-1st mile	$ 4.00
Each add'l mile	$ 0.30
Plant Location/s	Liberty Rd
Installation	N/A
Minimum Order	24 Tons

Rip Rap, Grade 1, 12" to 18" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 70.00
Plant to Jobsite-1st mile	$ 4.00
Each add'l mile	$ 0.30
Plant Location/s	Liberty Rd
Minimum Order	24 Tons

Limestone Base 1 1/2" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 45.00
Plant to Jobsite-1st mile	$ 4.00
Each add'l mile	$ 0.30
Plant Location/s	Cedar Port & Arcola
Minimum Order	24 Tons

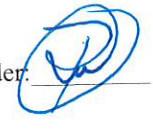
Limestone Base 3/4" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 50.00
Plant to Jobsite-1st mile	$ 4.00
Each add'l mile	$ 0.30
Plant Location/s	Cedar Port & Arcola
Minimum Order	24 Tons

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VENDOR NAME: Texas Materials

Screened Decomposed Granite Gravel ¾-: (price per ton)		**Unit Bid Price (Per Ton)**
Grain Size in Millimeters:		
% Cobbles	0.0	
% Gravel	32.0	
% Sand	57.0	
% Silt or Clay	11.0	
Classification:		
Sample No.	95/878	
LL	41	
PL	19	
PI	22	
Plant/Pit/Siding		N/A
Plant to Jobsite-1st mile		
Each add'l mile		
Plant Location/s & Phone Number		
Minimum Order		

Road Stabilization Portland Cement: TxDOT Item 524.2, Type 1, 2, (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	N/A
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Minimum Order	
Reclaimed Portland Cement for Stabilization of Material (road mixed): Class A or H, containing no hazardous components (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	N/A
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Minimum Order	

Initialso of Bidder: 

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1272468

Date Filed:
02/21/2025

Date Acknowledged:
03/25/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Texas Materials Group, Inc. dba Texas Materials
Baytown, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

B25-041
Earthen Road Materials

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Texas Materials Group, Inc dba Texas Materials, a CRH	Baytown , TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent
Office (281) 341-8640

Legal Company Name (top line of W9)	Vernor Material & Equipment		
Business Name (if different from legal name)			
Type of Business	☑ Corporation/LLC ☐ Partnership ☐ Sole Proprietor/Individual ☐ Tax Exempt		Age in Business?
Federal ID # or S.S. #	74-1823144	SAM.gov Unique Entity ID #	
SAM.gov CAGE / NCAGE	048901052 / 1FPH3		
Publicly Traded Business	x No ___ Yes Ticker Symbol _____		
Remittance Address	545 Wilson Rd.		
City/State/Zip	Freeport, TX 77541		
Physical Address	545 Wilson Rd.		
City/State/Zip	Freeport, TX 77541		
Phone Number	979-233-3366		
E-mail	mike@vernor.com		
Contact Person	Vernor Material & Equipment		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise ☐ SBE-Small Business Enterprise ☐ HUB-Texas Historically Underutilized Business ☐ WBE-Women's Business Enterprise ☐	**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 ___ $17,000,000-$22,399,999 ___ >$22,400,000 x		
NAICs codes (Please enter all that apply)	238990, 484121, 484220		
Signature of Authorized Representative	Doug Raymer		
Printed Name	Doug Raymer		
Title	CIO		
Date	2/18/2025		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase and Hauling Earthen Road Materials
BID 25-041

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.

SUBMIT NO LATER THAN:

Tuesday, February 25, 2025
2:00 PM (Central)

LABEL ENVELOPE:

BID 25-041
EARTHEN ROAD MATERIALS

ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.

BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.

BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing after the Commissioners Court awards.

Requests for information must be in writing and directed to:
Krystle Sanchez
Senior Buyer
Krystle.Sanchez@fortbendcountytx.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

Prepared: 02/04/25
Issued: 02/09/25

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.

1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

Initials of Bidder: P C

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Krystle Sanchez, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Krystle.Sanchez@fortbendcountytx.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, February 18, 2025 at 9:00 a.m. (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

Initials of Bidder: DL

the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

1.18 Name Brands: Specifications may reference name brands and model numbers. It

Initials of Bidder: 

is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be

Initials of Bidder: DR

that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

Initials of Bidder: DL

most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and

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name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

2.0 TERMS & CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend

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County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee

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excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

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2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance

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and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with all vendors meeting or exceeding specifications to provide and/or haul Earthen Road Materials as stated herein.

4.0 PRE-BID CONFERENCE:

There is not a pre-bid conference for this contract.

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5.0 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.

6.0 TEXAS ETHICS COMMISSION FORM 1295:

6.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

6.2 On-line instructions:

6.2.1 Name of governmental entity is to read: Fort Bend County.

6.2.2 Identification number used by the governmental entity is: B25-041.

6.2.3 Description is the title of the solicitation: Earthen Road Materials.

6.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

7.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

7.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of $100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

7.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

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8.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

9.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

10.0 INSURANCE:

10.1 All respondents shall submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

10.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.(required for hauling only

10.2.2 Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

10.2.3 Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage

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and products/completed operations arising out of the business operations of the policyholder.

10.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

11.0 INDEMNIFICATION:

11.1 Respondent expressly agrees to defend, indemnify and hold harmless the County from and against any and all loss, damage, claims, demands, lawsuits, liability, judgments and expenses, including attorney's fees, arising out of acts or omissions or activities of respondent, its agents, servants or employees, contractors performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

11.2 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.

11.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

11.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to

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have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

11.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

12.0 PREVAILING WAGES:

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. All persons employed by Contractor shall be compensated at not less than the rates shown below. Contractor shall keep detailed records of each of its workers and said records shall be made available to County for inspection at all reasonable times. The Contractor shall pay Fort Bend County sixty dollars ($60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX20250038 01/03/2025
Superseded General Decision Number: TX20240038

State: Texas
Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

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HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.
Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025

SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.98 **	
ELECTRICIAN	$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.34 **	
Structures	$ 12.23 **	
LABORER		
Asphalt Raker	$ 12.36 **	

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Flagger	$ 10.33 **
Laborer, Common	$ 11.02 **
Laborer, Utility	$ 11.73 **
Pipelayer	$ 12.12 **
Work Zone Barricade Servicer	$ 11.67 **
PAINTER (Structures)	$ 18.62
POWER EQUIPMENT OPERATOR:	
Asphalt Distributor	$ 14.06 **
Asphalt Paving Machine	$ 14.32 **
Broom or Sweeper	$ 12.68 **
Concrete Pavement Finishing Machine	$ 13.07 **
Concrete Paving, Curing, Float, Texturing Machine	$ 11.71 **
Concrete Saw	$ 13.99 **
Crane, Hydraulic 80 Tons or less	$ 13.86 **
Crane, Lattice boom 80 tons or less	$ 14.97 **
Crane, Lattice boom over 80 Tons	$ 15.80 **
Crawler Tractor	$ 13.68 **
Excavator, 50,000 pounds or less	$ 12.71 **
Excavator, Over 50,000 pounds	$ 14.53 **
Foundation Drill, Crawler Mounted	$ 17.43
Foundation Drill, Truck Mounted	$ 15.89 **
Front End Loader 3 CY or Less	$ 13.32 **
Front End Loader, Over 3 CY	$ 13.17 **
Loader/Backhoe	$ 14.29 **
Mechanic	$ 16.96 **
Milling Machine	$ 13.53 **
Motor Grader, Fine Grade	$ 15.69 **
Motor Grader, Rough	$ 14.23 **
Off Road Hauler	$ 14.60 **
Pavement Marking Machine	$ 11.18 **
Piledriver	$ 14.95 **
Roller, Asphalt	$ 11.95 **
Roller, Other	$ 11.57 **
Scraper	$ 13.47 **
Spreader Box	$ 13.58 **
Servicer	$ 13.97 **
Steel Worker	
Reinforcing Steel	$ 15.15 **
Structural Steel Welder	$ 12.85 **
Structural Steel	$ 14.39 **

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TRUCK DRIVER	
Low Boy Float	$ 16.03 **
Single Axle	$ 11.46 **
Single or Tandem Axle Dump	$ 11.48 **
Tandem Axle Tractor w/Semi Trailer	$ 12.27 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers.
0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:
    a) a survey underlying a wage determination

Initials of Bidder: DL

b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Initials of Bidder: DC

13.0 AWARD:

This contract will be awarded to all bidders meeting specifications as stated herein.

14.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2024 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

15.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section 1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

16.0 ADDITIONAL INFORMATION & REQUIREMENTS:

16.1 The County may purchase any one item from this bid without purchasing any other items from this bid.

16.2 All prices, unless otherwise specified, are to be FOB delivery point.

16.3 All orders for road materials must be authenticated by a Purchase Order issued by the Fort Bend County Purchasing Agent. Invoices not bearing a purchase order number will not be paid.

16.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

16.5 MSDS (Manufacturer's Safety Data Sheets) must be provided to ordering department on all applicable deliveries.

16.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

16.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

16.8 Contractor will guarantee all workmanship and materials for a one (1) year period from the substantial completion date of the project.

Initials of Bidder: 

17.0 DELIVERY:

17.1 Deliveries must include off-loading pump and hoses.

17.2 Items ordered from this bid may require delivery to various locations throughout Fort Bend County, as specified at time of order.

17.3 In order to be considered for delivery of road materials to a job site, vendor is required to enter price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Fort Bend County shall use rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff as applicable. Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Delivery location will be specified at time of order.

18.0 COUNTY STOCKPILE DELIVERY POINTS:

Rosenberg	Richmond	Crabb
Fairgrounds Stockpile Behind Fairgrounds Stella Road	Beechnut Service Center 19310 Beechnut	Crabb Service Center 201 Payne Lane

Needville	Fresno
9110 Long Drive	Service Center Fresno Stockpile 8 acres behind old Commissioner Office

19.0 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website https://sam.gov/content/home, if applicable, along with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/ .

20.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein with submission:

20.1 Electronic Excel file of Pricing Form on flash drive and printed hard copy

20.2 Vendor Form

20.3 W9 Form

20.4 Tax Form/Debt/Residence Certification

20.5 Contractor Acknowledgement of Storm Water Management Program

Initials of Bidder: DL

Contract Sheet
Bid 25-041

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 25 day of March, 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 Vernor Material + Equipment (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Road Materials** Are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 25 day of March 20 25.

Fort Bend County, Texas

By: KPGeorge
County Judge, KP George

By: Doug R
Signature of Contractor

By: Doug Raymer
Printed Name and Title

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Vernor Material & Equipment

2 Business name/disregarded entity name, if different from above
74-1823144

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.)
Vernor Material & Equipment

Requester's name and address (optional)

6 City, state, and ZIP code
545 Wilson Rd., Freeport, TX 774541

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 - 1823144

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 2-18-2025

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.): 74-1823144

Company Name submitting Bid/Proposal: Vernor Material & Equipment

Mailing Address: 545 Wilson Rd., Freeport, TX 774541

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 Vernor Material & Equipment [Company Name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

I certify that _____ [Company Name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ [City and State].

Mandatory Form

Contractor Acknowledgement of Storm Water Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

Vernor Material & Equipment

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

Contractor Signature

2/18/2025

Date

Doug Raymer

Printed Name

CIO

Title

Fort Bend County Pricing Form
Bid 25-041
Term Contract for Earthen Road Materials

Term: April 1, 2025 through March 31, 2026

VENDOR NAME: Vernor Material & Equipment

Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 without RAP (Price Per Ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Laydown	No Bid
Plant Location/s	No Bid
Minimum Order	No Bid

Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 with RAP (Price Per Ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Laydown	No Bid
Plant Location/s	No Bid
Minimum Order	No Bid

Cement Stabilized Sand, TXDOT & PT #400.5 Portland Cement, Type I, 2 sack minimum, (price per ton)	**Unit Bid Price (Per Ton)**
Sand - Washed sand from an approved surface having a P.I. of 4 or less. May contain deleterious materials not be exceed the following weight: Material removed by decantation: 5.0% Clay lumps: 0.5% Other deleterious substances such as Shale, Coal, etc. 2.0% Grade Retainage: 3/8 inch screen 0% 1/4 inch screen 0-5% 20 mesh screen 15-50% 100 mesh screen 80-100%	
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Laydown	No Bid
Plant Location/s	No Bid
Per 1/2 sack cement	No Bid
Minimum Order	

DK

VENDOR NAME:

Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete, (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Laydown	No Bid
Plant Location/s	No Bid
Minimum Order	No Bid

Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete with 3% cement added, (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Laydown	No Bid
Plant Location/s	No Bid
Minimum Order	No Bid
Flexible Base, TXDOT Item 247, 3/4", Type "D", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Laydown	No Bid
Plant Location/s	No Bid
Minimum Order	No Bid
Flexible Base, TXDOT Item 247, 1 1/2", Type "D", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Laydown	No Bid
Plant Location/s	No Bid
Minimum Order	No Bid
Flexible Base, TXDOT Item 247, 3/4", Type "B", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Laydown	No Bid
Plant Location/s	No Bid
Minimum Order	No Bid
Flexible Base, TXDOT Item 247, 1 1/2", Type "B", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Laydown	No Bid
Plant Location/s	No Bid
Minimum Order	No Bid

Initialso of Bidder: DL

VENDOR NAME:

Processed Pit Run, approximately 5/8" Diameter (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Plant Location/s	No Bid
Minimum Order	No Bid

Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, without rap, Sac B, PG, 64-22 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Laydown	No Bid
Plant Location/s	No Bid
Minimum Order	No Bid

Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, with rap, Sac B, PG, 64-22 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Laydown	No Bid
Plant Location/s	No Bid
Minimum Order	No Bid

Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: TXDOT Item 350 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Laydown	No Bid
Plant Location/s	No Bid
Minimum Order	No Bid

Pre-coated Coverstone: PB-3 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Laydown	No Bid
Plant Location/s	No Bid
Minimum Order	No Bid

Pre-coated Coverstone: PB-4 & PB5 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Laydown	No Bid
Plant Location/s	No Bid
Minimum Order	No Bid

Initialso of Bidder: DL

VENDOR NAME:

Pulverizing Existing Asphalt and/or Base Road

This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".

Construction Methods:

■The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.

■The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.

■After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.

■Pulverizing material will be loaded by vendor onto County trucks or Contractor's trucks.

■The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner and/or County Represenative.

■Pulverize existing material in-place, County to furnish support equipment.

Equipment:

■The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner and/or County Representative prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

Measurement:

■ Work prescribed by this item will be measured by the linear foot of roadway.

■ Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

Payment and bid price:

■The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

Pulverizing Only (price per Linear Foot)	**Unit Bid Price (Per Linear Foot)**
Up to a depth of 2"	No Bid
Up to a depth of 4"	No Bid
Up to a depth of 6"	No Bid
Up to a depth of 8"	No Bid
Up to a depth of 10"	No Bid
Up to a depth of 12"	No Bid
Up to a depth of 14"	No Bid
Pulverizing Existing Materials In-Place per Linear Foot	No Bid
Contractor will credit Fort Bend County for Pulverized Material:	**Unit Bid Price (Per Ton)**
Transported by Fort Bend County vehicles	No Bid
Transported by contractor's vehicles	No Bid

Initialso of Bidder: PR

VENDOR NAME:

Recycled Asphalt, Screened, 3" Diameter Maximum (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Laydown	No Bid
Plant Location/s	No Bid
Minimum Order	No Bid

Field Sand (price cubic yard)	**Unit Bid Price (Per Cubic Yard)**
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Plant Location	No Bid
Minimum Order	No Bid

Fly Ash (price per ton)	**Unit Bid Price (Per Ton)**
This item is a by-product of coal-fired electric generating plants. ■ The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash. ■ The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311. Installation (optional): ■ Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar.	
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Laydown	No Bid
Plant Location/s	No Bid
Minimum Order	No Bid

Initialso of Bidder: DL

VENDOR NAME:

Fly Ash Stabilized Road Mix 50/50:	**Unit Bid Price (Per Ton)**
▪Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424. ▪Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash. ▪The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash. ▪The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31. ▪Additional water will not be added during the production of fly ash stabilized road mix 50/50. ▪The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend. ▪The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31. Installation (optional): Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing.	
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Plant Location	No Bid
Minimum Order	No Bid

Texas ASPPM Grade IV Cold Mix - Road repair material, (price per ton)	**Unit Bid Price**
This product will be used by Fort Bend County as a permanent cold patch material for repair of roads.	
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Laydown	No Bid
Plant Location/s	No Bid
Minimum Order	No Bid
Limestone Rock Asphalt: TxDOT Item DMS-9210 LRA, Type CC, D, AA (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Laydown	No Bid
Plant Location/s	No Bid
Minimum Order	No Bid

Initialso of Bidder: DR

VENDOR NAME:

Lime and Lime Slurry - TXDOT Item 264

This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

- Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
- Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
- Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
- Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
- Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

Chemical:	**Type A**	**Type B**	**Type C**
Total "active" lime content, % by wt - - - - - - - (i.e., % by wt Ca(OH)2 + % by wt CaO, if present)	90.0 min[1]	87.0 min[2]	-
Unhydrated lime content, % by wt CaO: - - - - -	5.0 max	-	87.0 min
"Free Water" content, % by wt H_2O: - - - - - - - -	5.0 max	-	-
Physical: (Wet sieve requirement, as % by wt residue):	**Type A**	**Type B**	**Type C**
Retained on No. 6 (33360 micron) sieve: - - - - -	0.2 max	0.2 max[2]	8.0 max[3]
Retained on No. 30 (590 micron) sieve: - - - - - -	4.0 max	4.0 max[2]	-
Physical: (Dry sieve requirement, as % by wt residue):	**Type A**	**Type B**	**Type C**
Retained on a 1-inch (25 mm) sieve: - - - - - - - -	-	-	0
Retained on a 3/4 inch (19.0 mm) sieve: - - - - - -	-	-	10.0 max
Retained on a No. 100 (150 micron) sieve: - - - -	-	-	Grade DS-80% min. Grade S-no limits

Initialso of Bidder: DL

VENDOR NAME:

Lime and Lime Slurry - TXDOT Item 264, (cont'd)

Note 1: No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.
Note 2: In "solids content" of the slurry.
Note 3: The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.
Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.
Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.
Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".
Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as herein after specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

PRICING:	**Unit Bid Price**		
Percentage of Solid Contents	DRY SOLIDS	Hauling & Freight	Hauling & Freight
		$/Ton/Mile	$/Ton/Mile
	Unit Bid Price per Ton	1st Mile	Additional Mileage
31% Dry solids	No Bid		
35% Dry solids	No Bid		
46% Dry solids	No Bid		

Initialso of Bidder: DL

VENDOR NAME:

Type A Hydrated Lime: TXDOT Item 264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers (price per ton)	**Unit Bid Price (Per Ton)**
Delivered and Applied at Jobsite	No Bid
Plant Location/s	No Bid

Asphalt aggregate, limestone Type D, 7/16" by #4 graduation (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Plant Location/s	No Bid
Minimum Order	No Bid

Type C, Hot Mix Asphaltic Concrete Pavement: TXDOT Item 341, Class A aggregates with PG7622 oil (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Plant Location/s	No Bid
Minimum Order	No Bid

623 Traprock Grade 3, TXDOT Item 302 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Plant Location/s	No Bid
Minimum Order	No Bid

623 Traprock Grade 5, TXDOT Item 302 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Plant Location/s	No Bid
Minimum Order	No Bid

Initialso of Bidder: _____

VENDOR NAME:

Bullrock 3" x 5" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Plant Location/s	No Bid
Installation	No Bid
Minimum Order	No Bid

Rip Rap, Grade 1, 12" to 18" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Plant Location/s	No Bid
Minimum Order	No Bid

Limestone Base 1 1/2" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 40.00
Plant to Jobsite-1st mile	$ 3.50
Each add'l mile	$ 0.35
Plant Location/s	7108 Hwy 332, Freeport TX
Minimum Order	14

Limestone Base 3/4" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	No Bid
Plant to Jobsite-1st mile	No Bid
Each add'l mile	No Bid
Plant Location/s	No Bid
Minimum Order	No Bid

Initialso of Bidder: DL

VENDOR NAME:

Screened Decomposed Granite Gravel ¾-: (price per ton)		**Unit Bid Price (Per Ton)**
Grain Size in Millimeters:		
% Cobbles	0.0	
% Gravel	32.0	
% Sand	57.0	
% Silt or Clay	11.0	
Classification:		
Sample No.	95/878	
LL	41	
PL	19	
PI	22	
Plant/Pit/Siding		No Bid
Plant to Jobsite-1st mile		No Bid
Each add'l mile		No Bid
Plant Location/s & Phone Number		No Bid
Minimum Order		No Bid

Road Stabilization Portland Cement: TxDOT Item 524.2, Type 1, 2, (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 320.00
Plant to Jobsite-1st mile	$ 3.50
Each add'l mile	$ 0.35
Laydown	$ 10.00
Plant Location/s	7108 Hwy 332, Freeport TX
Minimum Order	22 tons
Minimum Order	22 tons
Reclaimed Portland Cement for Stabilization of Material (road mixed): Class A or H, containing no hazardous components (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$ 165.00
Plant to Jobsite-1st mile	$ 3.50
Each add'l mile	$ 0.35
Laydown	$ 10.00
Plant Location/s	7108 Hwy 332, Freeport TX
Minimum Order	22 tons
Minimum Order	22 tons

Initialso of Bidder: DL

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1277496

Date Filed:
03/05/2025

Date Acknowledged:
03/25/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Vernor Material & Equipment
Freeport, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

B25-041
Earthen Road Materials

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent
Office (281) 341-8640

Legal Company Name (top line of W9)	Vulcan Materials Company		
Business Name (if different from legal name)	Vulcan Materials Asphalt & Construction, LLC		
Type of Business	☑ Corporation/LLC ☐ Sole Proprietor/Individual ☐ Partnership ☐ Tax Exempt		Age in Business?
Federal ID # or S.S. #	20-8579133	SAM.gov Unique Entity ID #	
SAM.gov CAGE / NCAGE			
Publicly Traded Business	___ No X Yes Ticker Symbol VMC		
Remittance Address	6130 FM 2218		
City/State/Zip	RICHMOND, TX 77469		
Physical Address	6130 FM 2218		
City/State/Zip	RICHMOND, TX 77469		
Phone Number	281-342-9314		
E-mail	schmitzbu@vmcmail.com		
Contact Person	Burl Schmitz		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise ☐ SBE-Small Business Enterprise ☐ HUB-Texas Historically Underutilized Business ☐ WBE-Women's Business Enterprise ☐	**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 _____	$17,000,000-$22,399,999 _____	>$22,400,000 _____
NAICs codes (Please enter all that apply)	237310		
Signature of Authorized Representative			
Printed Name	Joshua Houston		
Title	GM- Texas Construction		
Date	02/24/2025		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase and Hauling Earthen Road Materials
BID 25-041

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.

SUBMIT NO LATER THAN:

Tuesday, February 25, 2025
2:00 PM (Central)

LABEL ENVELOPE:

BID 25-041
EARTHEN ROAD MATERIALS

ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.

BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.

BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing after the Commissioners Court awards.

Requests for information must be in writing and directed to:
Krystle Sanchez
Senior Buyer
Krystle.Sanchez@fortbendcountytx.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

Prepared: 02/04/25
Issued: 02/09/25

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.

1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

Initials of Bidder: _____

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Krystle Sanchez, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Krystle.Sanchez@fortbendcountytx.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, February 18, 2025 at 9:00 a.m. (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

Initials of Bidder: _____

the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

1.18 Name Brands: Specifications may reference name brands and model numbers. It

Initials of Bidder: _____

is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be

Initials of Bidder: _____

that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

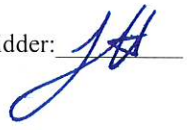
1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

Initials of Bidder: 

most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and

Initials of Bidder: _____

name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

2.0 TERMS & CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend

Initials of Bidder: _____

County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee

Initials of Bidder: _____

excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

Initials of Bidder: _____

2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance

Initials of Bidder: _____

and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with all vendors meeting or exceeding specifications to provide and/or haul Earthen Road Materials as stated herein.

4.0 PRE-BID CONFERENCE:

There is not a pre-bid conference for this contract.

Initials of Bidder: _____

5.0 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.

6.0 TEXAS ETHICS COMMISSION FORM 1295:

6.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

6.2 On-line instructions:

6.2.1 Name of governmental entity is to read: Fort Bend County.

6.2.2 Identification number used by the governmental entity is: B25-041.

6.2.3 Description is the title of the solicitation: Earthen Road Materials.

6.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

7.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

7.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of $100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

7.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Initials of Bidder: _____

8.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

9.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

10.0 INSURANCE:

10.1 All respondents shall submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

10.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.(required for hauling only

10.2.2 Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

10.2.3 Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage

Initials of Bidder: _____

and products/completed operations arising out of the business operations of the policyholder.

10.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

11.0 INDEMNIFICATION:

11.1 Respondent expressly agrees to defend, indemnify and hold harmless the County from and against any and all loss, damage, claims, demands, lawsuits, liability, judgments and expenses, including attorney's fees, arising out of acts or omissions or activities of respondent, its agents, servants or employees, contractors performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

11.2 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.

11.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

11.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to

Initials of Bidder: _____

have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

11.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

12.0 PREVAILING WAGES:

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. All persons employed by Contractor shall be compensated at not less than the rates shown below. Contractor shall keep detailed records of each of its workers and said records shall be made available to County for inspection at all reasonable times. The Contractor shall pay Fort Bend County sixty dollars ($60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX20250038 01/03/2025
Superseded General Decision Number: TX20240038

State: Texas
Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

Initials of Bidder: JH

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.
Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all
hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025

SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.98 **	
ELECTRICIAN	$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.34 **	
Structures	$ 12.23 **	
LABORER		
Asphalt Raker	$ 12.36 **	

Initials of Bidder: _____

Flagger	$ 10.33 **
Laborer, Common	$ 11.02 **
Laborer, Utility	$ 11.73 **
Pipelayer	$ 12.12 **
Work Zone Barricade Servicer	$ 11.67 **
PAINTER (Structures)	$ 18.62
POWER EQUIPMENT OPERATOR:	
Asphalt Distributor	$ 14.06 **
Asphalt Paving Machine	$ 14.32 **
Broom or Sweeper	$ 12.68 **
Concrete Pavement Finishing Machine	$ 13.07 **
Concrete Paving, Curing, Float, Texturing Machine	$ 11.71 **
Concrete Saw	$ 13.99 **
Crane, Hydraulic 80 Tons or less	$ 13.86 **
Crane, Lattice boom 80 tons or less	$ 14.97 **
Crane, Lattice boom over 80 Tons	$ 15.80 **
Crawler Tractor	$ 13.68 **
Excavator, 50,000 pounds or less	$ 12.71 **
Excavator, Over 50,000 pounds	$ 14.53 **
Foundation Drill, Crawler Mounted	$ 17.43
Foundation Drill, Truck Mounted	$ 15.89 **
Front End Loader 3 CY or Less	$ 13.32 **
Front End Loader, Over 3 CY	$ 13.17 **
Loader/Backhoe	$ 14.29 **
Mechanic	$ 16.96 **
Milling Machine	$ 13.53 **
Motor Grader, Fine Grade	$ 15.69 **
Motor Grader, Rough	$ 14.23 **
Off Road Hauler	$ 14.60 **
Pavement Marking Machine	$ 11.18 **
Piledriver	$ 14.95 **
Roller, Asphalt	$ 11.95 **
Roller, Other	$ 11.57 **
Scraper	$ 13.47 **
Spreader Box	$ 13.58 **
Servicer	$ 13.97 **
Steel Worker	
Reinforcing Steel	$ 15.15 **
Structural Steel Welder	$ 12.85 **
Structural Steel	$ 14.39 **

Initials of Bidder: _____

TRUCK DRIVER	
Low Boy Float	$ 16.03 **
Single Axle	$ 11.46 **
Single or Tandem Axle Dump	$ 11.48 **
Tandem Axle Tractor w/Semi Trailer	$ 12.27 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers.
0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Initials of Bidder: _____

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:
    a) a survey underlying a wage determination

Initials of Bidder: _____

b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Initials of Bidder: _____

13.0 AWARD:

This contract will be awarded to all bidders meeting specifications as stated herein.

14.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2024 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

15.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section 1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

16.0 ADDITIONAL INFORMATION & REQUIREMENTS:

16.1 The County may purchase any one item from this bid without purchasing any other items from this bid.

16.2 All prices, unless otherwise specified, are to be FOB delivery point.

16.3 All orders for road materials must be authenticated by a Purchase Order issued by the Fort Bend County Purchasing Agent. Invoices not bearing a purchase order number will not be paid.

16.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

16.5 MSDS (Manufacturer's Safety Data Sheets) must be provided to ordering department on all applicable deliveries.

16.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

16.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

16.8 Contractor will guarantee all workmanship and materials for a one (1) year period from the substantial completion date of the project.

Initials of Bidder: _____

17.0 DELIVERY:

17.1 Deliveries must include off-loading pump and hoses.

17.2 Items ordered from this bid may require delivery to various locations throughout Fort Bend County, as specified at time of order.

17.3 In order to be considered for delivery of road materials to a job site, vendor is required to enter price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Fort Bend County shall use rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff as applicable. Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Delivery location will be specified at time of order.

18.0 COUNTY STOCKPILE DELIVERY POINTS:

Rosenberg
Fairgrounds Stockpile
Behind Fairgrounds
Stella Road

Richmond
Beechnut Service Center
19310 Beechnut

Crabb
Crabb Service Center
201 Payne Lane

Needville
9110 Long Drive

Fresno
Service Center Fresno Stockpile
8 acres behind old Commissioner Office

19.0 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website https://sam.gov/content/home, if applicable, along with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/ .

20.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein with submission:

20.1 Electronic Excel file of Pricing Form on flash drive and printed hard copy

20.2 Vendor Form

20.3 W9 Form

20.4 Tax Form/Debt/Residence Certification

20.5 Contractor Acknowledgement of Storm Water Management Program

Initials of Bidder: _____

Contract Sheet
Bid 25-041

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 25 day of March, 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 **Vulcan Materials Asphalt & Construction, LLC** (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Road Materials** Are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 25 day of March 20 25.

Fort Bend County, Texas

By: KPGeorge
County Judge, KP George

By:
Signature of Contractor

By: Joshua Houston- GM Texas Constrution
Printed Name and Title

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Vulcan Materials Company

2 Business name/disregarded entity name, if different from above

Vulcan Materials Asphalt & Construction, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. Box 385014 1200 Urban Center Drive 35242

6 City, state, and ZIP code

Birmingham, AL 35238-5014

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	0	–	8	5	7	9	1	3	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** AJMcR **Date ▶** 1/6/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: **25-041**

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 20-8579133

Company Name submitting Bid/Proposal: Vulcan Materials Asphalt & Construction, LLC

Mailing Address: 6130 FM 2218, RICHMOND, TX 77469

Are you registered to do business in the State of Texas? ✓ Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*	Property address or location**
N/A	

** This is the property account identification number assigned by the Fort Bend County Appraisal District.*

*** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes ✓ No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

✓ I certify that Vulcan Materials Asphalt & Construction, LLC [Company Name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

I certify that _____ [Company Name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ [City and State].

Mandatory Form

Contractor Acknowledgement of Storm Water Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

Vulcan Materials Asphalt & Construction, LLC

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

Contractor Signature

02/24/2025

Date

Joshua Houston

Printed Name

GM- Texas Construction

Title

Fort Bend County Pricing Form
Bid 25-041
Term Contract for Earthen Road Materials

Term: April 1, 2025 through March 31, 2026

VENDOR NAME: Materials Asphalt & Constructio

Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 without RAP (Price Per Ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	$ 24.25
Plant Location/s	
Minimum Order	800 Tons

Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 with RAP (Price Per Ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	$ 24.25
Plant Location/s	
Minimum Order	800 Tons

Cement Stabilized Sand, TXDOT & PT #400.5 Portland Cement, Type I, 2 sack minimum, (price per ton)		**Unit Bid Price (Per Ton)**
Sand - Washed sand from an approved surface having a P.I. of 4 or less.		
May contain deleterious materials not be exceed the following weight:		
Material removed by decantation:	5.0%	
Clay lumps:	0.5%	
Other deleterious substances such as Shale, Coal, etc.	2.0%	
Grade Retainage:		
3/8 inch screen	0%	
1/4 inch screen	0-5%	
20 mesh screen	15-50%	
100 mesh screen	80-100%	
Plant/Pit/Siding		
Plant to Jobsite-1st mile		
Each add'l mile		
Laydown		
Plant Location/s		
Per 1/2 sack cement		
Minimum Order		

VENDOR NAME: Materials Asphalt & Constructio

Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete, (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete with 3% cement added, (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Flexible Base, TXDOT Item 247, 3/4", Type "D", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Flexible Base, TXDOT Item 247, 1 1/2", Type "D", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Flexible Base, TXDOT Item 247, 3/4", Type "B", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Flexible Base, TXDOT Item 247, 1 1/2", Type "B", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Initialso of Bidder: MH

VENDOR NAME: Materials Asphalt & Constructio

Processed Pit Run, approximately 5/8" Diameter (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, without rap, Sac B, PG, 64-22 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	$ 24.25
Plant Location/s	
Minimum Order	800 Tons

Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, with rap, Sac B, PG, 64-22 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	$ 24.25
Plant Location/s	
Minimum Order	800 Tons

Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: TXDOT Item 350 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Pre-coated Coverstone: PB-3 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Pre-coated Coverstone: PB-4 & PB5 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Initialso of Bidder:

Pulverizing Existing Asphalt and/or Base Road

This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".

Construction Methods:

- The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.
- The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.
- After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.
- Pulverizing material will be loaded by vendor onto County trucks or Contractor's trucks.
- The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner and/or County Represenative.
- Pulverize existing material in-place, County to furnish support equipment.

Equipment:

- The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner and/or County Representative prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

Measurement:

- Work prescribed by this item will be measured by the liner foot of roadway.
- Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

Payment and bid price:

- The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

Pulverizing Only (price per Linear Foot)	**Unit Bid Price (Per Linear Foot)**
Up to a depth of 2"	$ 6.00
Up to a depth of 4"	$ 10.00
Up to a depth of 6"	$ 14.00
Up to a depth of 8"	$ 18.00
Up to a depth of 10"	$ 22.00
Up to a depth of 12"	$ 26.00
Up to a depth of 14"	$ 30.00
Pulverizing Existing Materials In-Place per Linear Foot	$ 7.00
Contractor will credit Fort Bend County for Pulverized Material:	**Unit Bid Price (Per Ton)**
Transported by Fort Bend County vehicles	$ 50.00
Transported by contractor's vehicles	$ 10.00

Initialso of Bidder: JBH

VENDOR NAME: Materials Asphalt & Constructio

Recycled Asphalt, Screened, 3" Diameter Maximum (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Field Sand (price cubic yard)	**Unit Bid Price (Per Cubic Yard)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location	
Minimum Order	

Fly Ash (price per ton)	**Unit Bid Price (Per Ton)**
This item is a by-product of coal-fired electric generating plants. ■ The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash. ■ The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311. Installation (optional): ■ Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar.	
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Initialso of Bidder: JH

Fly Ash Stabilized Road Mix 50/50:	**Unit Bid Price (Per Ton)**
■Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424. ■Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash. ■The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash. ■The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31. ■Additional water will not be added during the production of fly ash stabilized road mix 50/50. ■The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend. ■The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31. Installation (optional): Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing.	
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location	
Minimum Order	

Texas ASPPM Grade IV Cold Mix - Road repair material, (price per ton)	**Unit Bid Price**
This product will be used by Fort Bend County as a permanent cold patch material for repair of roads.	
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Limestone Rock Asphalt: TxDOT Item DMS-9210 LRA, Type CC, D, AA (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Initialso of Bidder: JH

Lime and Lime Slurry - TXDOT Item 264

This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

- Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
- Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
- Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
- Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
- Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

Chemical:	**Type A**	**Type B**	**Type C**
Total "active" lime content, % by wt - - - - - - - (i.e., % by wt Ca(OH)2 + % by wt CaO, if present)	90.0 min[1]	87.0 min[2]	-
Unhydrated lime content, % by wt CaO: - - - - -	5.0 max	-	87.0 min
"Free Water" content, % by wt H_2O: - - - - - - - -	5.0 max	-	-
Physical: (Wet sieve requirement, as % by wt residue):	**Type A**	**Type B**	**Type C**
Retained on No. 6 (33360 micron) sieve: - - - - -	0.2 max	0.2 max[2]	8.0 max[3]
Retained on No. 30 (590 micron) sieve: - - - - - -	4.0 max	4.0 max[2]	-
Physical: (Dry sieve requirement, as % by wt residue):	**Type A**	**Type B**	**Type C**
Retained on a 1-inch (25 mm) sieve: - - - - - - - -	-	-	0
Retained on a 3/4 inch (19.0 mm) sieve: - - - - - -	-	-	10.0 max
Retained on a No. 100 (150 micron) sieve: - - - -	-	-	Grade DS-80% min. Grade S-no limits

Initialso of Bidder: JH

VENDOR NAME:

Lime and Lime Slurry - TXDOT Item 264, (cont'd)

Note 1: No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.
Note 2: In "solids content" of the slurry.
Note 3: The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.
Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.
Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.
Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".
Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as herein after specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

PRICING:	**Unit Bid Price**		
Percentage of Solid Contents	DRY SOLIDS	Hauling & Freight	Hauling & Freight
		$/Ton/Mile	$/Ton/Mile
	Unit Bid Price per Ton	1st Mile	Additional Mileage
31% Dry solids			
35% Dry solids			
46% Dry solids			

Initialso of Bidder: _____

VENDOR NAME: Materials Asphalt & Constructio

Type A Hydrated Lime: TXDOT Item 264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers (price per ton)	**Unit Bid Price (Per Ton)**
Delivered and Applied at Jobsite	
Plant Location/s	

Asphalt aggregate, limestone Type D, 7/16" by #4 graduation (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

Type C, Hot Mix Asphaltic Concrete Pavement: TXDOT Item 341, Class A aggregates with PG7622 oil (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

623 Traprock Grade 3, TXDOT Item 302 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

623 Traprock Grade 5, TXDOT Item 302 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

Initialso of Bidder: 

VENDOR NAME: Materials Asphalt & Constructio

Bullrock 3" x 5" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Installation	
Minimum Order	

Rip Rap, Grade 1, 12" to 18" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

Limestone Base 1 1/2" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

Limestone Base 3/4" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

Initialso of Bidder:

VENDOR NAME: Materials Asphalt & Constructio

Screened Decomposed Granite Gravel ¾-: (price per ton)		**Unit Bid Price (Per Ton)**
Grain Size in Millimeters:		
% Cobbles	0.0	
% Gravel	32.0	
% Sand	57.0	
% Silt or Clay	11.0	
Classification:		
Sample No.	95/878	
LL	41	
PL	19	
PI	22	
Plant/Pit/Siding		
Plant to Jobsite-1st mile		
Each add'l mile		
Plant Location/s & Phone Number		
Minimum Order		

Road Stabilization Portland Cement: TxDOT Item 524.2, Type 1, 2, (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Minimum Order	
Reclaimed Portland Cement for Stabilization of Material (road mixed): Class A or H, containing no hazardous components (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Minimum Order	

Initialso of Bidder: _____

COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent
Office (281) 341-8640

Legal Company Name (top line of W9)	Vulcan Materials Company
Business Name (if different from legal name)	Vulcan Construction Materials, LLC
Type of Business	☑ Corporation/LLC ☐ Partnership ☐ Sole Proprietor/Individual ☐ Tax Exempt — Age in Business?
Federal ID # or S.S. #	63-1211833 — SAM.gov Unique Entity ID #
SAM.gov CAGE / NCAGE	
Publicly Traded Business	___ No ✓ Yes Ticker Symbol VMC
Remittance Address	10101 Reunion Place ste. 500
City/State/Zip	San Antonio, Tx 78216
Physical Address	10101 Reunion Place ste. 500
City/State/Zip	San Antonio, TX 78216
Phone Number	210-541-6046
E-mail	lrederma@vmcmail.com
Contact Person	Anally Lederma

Check all that apply to the company listed above and provide certification number.		Cert Date	Exp Date
DBE-Disadvantaged Business Enterprise ☐	**Certification #**		
SBE-Small Business Enterprise ☐	**Certification #**		
HUB-Texas Historically Underutilized Business ☐	**Certification #**		
WBE-Women's Business Enterprise ☐	**Certification #**		

Company's gross annual receipts		
<$500,000 ___	$500,000-$4,999,999 ___	
$5,000,000-$16,999,999 ___	$17,000,000-$22,399,999 ___	>$22,400,000 ___

NAICs codes (Please enter all that apply)	745 - 780
Signature of Authorized Representative	Anally Lederma
Printed Name	Anally Lederma
Title	Sales Analyst
Date	2/19/2025

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase and Hauling Earthen Road Materials
BID 25-041

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.

SUBMIT NO LATER THAN:

Tuesday, February 25, 2025
2:00 PM (Central)

LABEL ENVELOPE:

BID 25-041
EARTHEN ROAD MATERIALS

ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.

BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.

BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing after the Commissioners Court awards.

Requests for information must be in writing and directed to:
Krystle Sanchez
Senior Buyer
Krystle.Sanchez@fortbendcountytx.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

Prepared: 02/04/25
Issued: 02/09/25

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

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bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Krystle Sanchez, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Krystle.Sanchez@fortbendcountytx.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, February 18, 2025 at 9:00 a.m. (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

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the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

1.18 Name Brands: Specifications may reference name brands and model numbers. It

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is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be

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that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

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most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and

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name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

2.0 TERMS & CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend

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County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee

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excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

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2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance

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and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with all vendors meeting or exceeding specifications to provide and/or haul Earthen Road Materials as stated herein.

4.0 PRE-BID CONFERENCE:

There is not a pre-bid conference for this contract.

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5.0 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.

6.0 TEXAS ETHICS COMMISSION FORM 1295:

6.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

6.2 On-line instructions:

6.2.1 Name of governmental entity is to read: Fort Bend County.

6.2.2 Identification number used by the governmental entity is: B25-041.

6.2.3 Description is the title of the solicitation: Earthen Road Materials.

6.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

7.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

7.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of $100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

7.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

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8.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

9.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

10.0 INSURANCE:

10.1 All respondents shall submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

10.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.(required for hauling only

10.2.2 Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

10.2.3 Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage

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and products/completed operations arising out of the business operations of the policyholder.

10.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

11.0 INDEMNIFICATION:

11.1 Respondent expressly agrees to defend, indemnify and hold harmless the County from and against any and all loss, damage, claims, demands, lawsuits, liability, judgments and expenses, including attorney's fees, arising out of acts or omissions or activities of respondent, its agents, servants or employees, contractors performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

11.2 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.

11.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

11.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to

Initials of Bidder: AL

have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

11.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

12.0 PREVAILING WAGES:

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. All persons employed by Contractor shall be compensated at not less than the rates shown below. Contractor shall keep detailed records of each of its workers and said records shall be made available to County for inspection at all reasonable times. The Contractor shall pay Fort Bend County sixty dollars ($60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX20250038 01/03/2025
Superseded General Decision Number: TX20240038

State: Texas
Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

Initials of Bidder: AL

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.
Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025

SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.98 **	
ELECTRICIAN	$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.34 **	
Structures	$ 12.23 **	
LABORER		
Asphalt Raker	$ 12.36 **	

Initials of Bidder: AL

Flagger	$ 10.33 **
Laborer, Common	$ 11.02 **
Laborer, Utility	$ 11.73 **
Pipelayer	$ 12.12 **
Work Zone Barricade Servicer	$ 11.67 **
PAINTER (Structures)	$ 18.62
POWER EQUIPMENT OPERATOR:	
Asphalt Distributor	$ 14.06 **
Asphalt Paving Machine	$ 14.32 **
Broom or Sweeper	$ 12.68 **
Concrete Pavement Finishing Machine	$ 13.07 **
Concrete Paving, Curing, Float, Texturing Machine	$ 11.71 **
Concrete Saw	$ 13.99 **
Crane, Hydraulic 80 Tons or less	$ 13.86 **
Crane, Lattice boom 80 tons or less	$ 14.97 **
Crane, Lattice boom over 80 Tons	$ 15.80 **
Crawler Tractor	$ 13.68 **
Excavator, 50,000 pounds or less	$ 12.71 **
Excavator, Over 50,000 pounds	$ 14.53 **
Foundation Drill, Crawler Mounted	$ 17.43
Foundation Drill, Truck Mounted	$ 15.89 **
Front End Loader 3 CY or Less	$ 13.32 **
Front End Loader, Over 3 CY	$ 13.17 **
Loader/Backhoe	$ 14.29 **
Mechanic	$ 16.96 **
Milling Machine	$ 13.53 **
Motor Grader, Fine Grade	$ 15.69 **
Motor Grader, Rough	$ 14.23 **
Off Road Hauler	$ 14.60 **
Pavement Marking Machine	$ 11.18 **
Piledriver	$ 14.95 **
Roller, Asphalt	$ 11.95 **
Roller, Other	$ 11.57 **
Scraper	$ 13.47 **
Spreader Box	$ 13.58 **
Servicer	$ 13.97 **
Steel Worker	
Reinforcing Steel	$ 15.15 **
Structural Steel Welder	$ 12.85 **
Structural Steel	$ 14.39 **

Initials of Bidder: AL

TRUCK DRIVER	
Low Boy Float	$ 16.03 **
Single Axle	$ 11.46 **
Single or Tandem Axle Dump	$ 11.48 **
Tandem Axle Tractor w/Semi Trailer	$ 12.27 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers.
0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Initials of Bidder: _____

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:
    a) a survey underlying a wage determination

Initials of Bidder: AV

b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Initials of Bidder: _____

13.0 AWARD:

This contract will be awarded to all bidders meeting specifications as stated herein.

14.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2024 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

15.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section 1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

16.0 ADDITIONAL INFORMATION & REQUIREMENTS:

16.1 The County may purchase any one item from this bid without purchasing any other items from this bid.

16.2 All prices, unless otherwise specified, are to be FOB delivery point.

16.3 All orders for road materials must be authenticated by a Purchase Order issued by the Fort Bend County Purchasing Agent. Invoices not bearing a purchase order number will not be paid.

16.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

16.5 MSDS (Manufacturer's Safety Data Sheets) must be provided to ordering department on all applicable deliveries.

16.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

16.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

16.8 Contractor will guarantee all workmanship and materials for a one (1) year period from the substantial completion date of the project.

Initials of Bidder: AL

17.0 DELIVERY:

17.1 Deliveries must include off-loading pump and hoses.

17.2 Items ordered from this bid may require delivery to various locations throughout Fort Bend County, as specified at time of order.

17.3 In order to be considered for delivery of road materials to a job site, vendor is required to enter price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Fort Bend County shall use rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff as applicable. Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Delivery location will be specified at time of order.

18.0 COUNTY STOCKPILE DELIVERY POINTS:

Rosenberg
Fairgrounds Stockpile
Behind Fairgrounds
Stella Road

Richmond
Beechnut Service Center
19310 Beechnut

Crabb
Crabb Service Center
201 Payne Lane

Needville
9110 Long Drive

Fresno
Service Center Fresno Stockpile
8 acres behind old Commissioner Office

19.0 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website https://sam.gov/content/home, if applicable, along with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/ .

20.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein with submission:

20.1 Electronic Excel file of Pricing Form on flash drive and printed hard copy

20.2 Vendor Form

20.3 W9 Form

20.4 Tax Form/Debt/Residence Certification

20.5 Contractor Acknowledgement of Storm Water Management Program

Initials of Bidder: AL

Contract Sheet
Bid 25-041

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 25 day of March, 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 Vulcan Construction Materials, LLC (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Road Materials** Are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 25 day of March 20 25.

Fort Bend County, Texas

By: KPGeorge
County Judge, KP George

By: Analily Zedezma
Signature of Contractor

By: Analily Zedezma Sales Analyst
Printed Name and Title

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

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.)

Vulcan Materials Company

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.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ 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.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from 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 . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

P.O. Box 385014 1200 Urban Center Drive 35242

Requester's name and address (optional)

6 City, state, and ZIP code

Birmingham, AL 35238-5014

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	0	–	8	5	7	9	1	3	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | Signed by: Andy F. McRae 354F23A85C204D9... | **Date** 1/2/2025

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)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: 25-041

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 63-1211833

Company Name submitting Bid/Proposal: Vulcan construction materials, LLC

Mailing Address: 10101 Reunion Place San Antonio, TX 78216

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.) NA

Fort Bend County Tax Acct. No.*	Property address or location**

** This is the property account identification number assigned by the Fort Bend County Appraisal District.*

*** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes (No) If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Vulcan construction materials, LLC [Company Name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

I certify that _____ [Company Name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ [City and State].

Mandatory Form

Contractor Acknowledgement of Storm Water Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

Vulcan Construction Materials, LLC
(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

Analiz Tedezma
Contractor Signature

2/19/2025
Date

Analiz Tedezma
Printed Name

Sales Analyst
Title

Fort Bend County Pricing Form
Bid 25-041
Term Contract for Earthen Road Materials

Term: April 1, 2025 through March 31, 2026

VENDOR NAME: Vulcan Construction Materials, LLC

Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 without RAP (Price Per Ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$80.00
Plant to Jobsite-1st mile	$5.75
Each add'l mile	$0.30/ton mile
Laydown	
Plant Location/s	Rosenberg, Hockley
Minimum Order	800 tons

Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 with RAP (Price Per Ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$72.00
Plant to Jobsite-1st mile	$5.75
Each add'l mile	$0.30/ton mile
Laydown	
Plant Location/s	Rosenberg, Hockley
Minimum Order	800 Tons

Cement Stabilized Sand, TXDOT & PT #400.5 Portland Cement, Type I, 2 sack minimum, (price per ton)	**Unit Bid Price (Per Ton)**
Sand - Washed sand from an approved surface having a P.I. of 4 or less. May contain deleterious materials not be exceed the following weight:	
Material removed by decantation: 5.0%	
Clay lumps: 0.5%	
Other deleterious substances such as Shale, Coal, etc. 2.0%	
Grade Retainage:	
3/8 inch screen 0%	
1/4 inch screen 0-5%	
20 mesh screen 15-50%	
100 mesh screen 80-100%	
Plant/Pit/Siding	NB
Plant to Jobsite-1st mile	↓
Each add'l mile	
Laydown	
Plant Location/s	
Per 1/2 sack cement	
Minimum Order	

VENDOR NAME: Vulcan Construction Materials, LLC

Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete, (price per ton)	Unit Bid Price (Per Ton)
Plant/Pit/Siding	$43
Plant to Jobsite-1st mile	~~$25.00~~
Each add'l mile	$0.25 / ton mile
Laydown	NB
Plant Location/s	Fort Bend
Minimum Order	24 tons

Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete with 3% cement added, (price per ton)	Unit Bid Price (Per Ton)
Plant/Pit/Siding	NB
Plant to Jobsite-1st mile	↓
Each add'l mile	↓
Laydown	↓
Plant Location/s	↓
Minimum Order	↓
Flexible Base, TXDOT Item 247, 3/4", Type "D", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	NB
Plant to Jobsite-1st mile	↓
Each add'l mile	↓
Laydown	↓
Plant Location/s	↓
Minimum Order	↓
Flexible Base, TXDOT Item 247, 1 1/2", Type "D", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	NB
Plant to Jobsite-1st mile	↓
Each add'l mile	↓
Laydown	↓
Plant Location/s	↓
Minimum Order	↓
Flexible Base, TXDOT Item 247, 3/4", Type "B", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	NB
Plant to Jobsite-1st mile	↓
Each add'l mile	↓
Laydown	↓
Plant Location/s	↓
Minimum Order	↓
Flexible Base, TXDOT Item 247, 1 1/2", Type "B", Grade "1", (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	NB
Plant to Jobsite-1st mile	↓
Each add'l mile	↓
Laydown	↓
Plant Location/s	↓
Minimum Order	↓

Initialso of Bidder: AL

VENDOR NAME: Vulcan construction materials, LLC

Processed Pit Run, approximately 5/8" Diameter (price per ton)	Unit Bid Price (Per Ton)
Plant/Pit/Siding	NB
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location/s	
Minimum Order	

Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, without rap, Sac B, PG, 64-22 (price per ton)	Unit Bid Price (Per Ton)
Plant/Pit/Siding	$90.00
Plant to Jobsite-1st mile	$5.75
Each add'l mile	$0.30/ton mile
Laydown	
Plant Location/s	Rosenberg, Hockley
Minimum Order	800 tons

Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, with rap, Sac B, PG, 64-22 (price per ton)	Unit Bid Price (Per Ton)
Plant/Pit/Siding	$75.00
Plant to Jobsite-1st mile	$5.75
Each add'l mile	$0.30/ton mile
Laydown	
Plant Location/s	Rosenberg, Hockley
Minimum Order	800 tons

Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: TXDOT Item 350 (price per ton)	NB Unit Bid Price (Per Ton)
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Pre-coated Coverstone: PB-3 (price per ton)	Unit Bid Price (Per Ton)
Plant/Pit/Siding	$40
Plant to Jobsite-1st mile	NB
Each add'l mile	$0.24/ton mile
Laydown	NB
Plant Location/s	Dabney
Minimum Order	24 tons

Pre-coated Coverstone: PB-4 & PB5 (price per ton)	Unit Bid Price (Per Ton)
Plant/Pit/Siding	$39
Plant to Jobsite-1st mile	NB
Each add'l mile	$0.24/ton mile
Laydown	NB
Plant Location/s	Dabney
Minimum Order	24 tons

Initialso of Bidder: AV

VENDOR NAME: Vulcan Construction Materials, LLC

Pulverizing Existing Asphalt and/or Base Road	
This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2". Construction Methods: ■The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences. ■The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative. ■After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve. ■Pulverizing material will be loaded by vendor onto County trucks or Contractor's trucks. ■The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner and/or County Represenative. ■Pulverize existing material in-place, County to furnish support equipment. Equipment: ■The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner and/or County Representative prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified. Measurement: ■ Work prescribed by this item will be measured by the liner foot of roadway. ■ Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet. Payment and bid price: ■The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.	
Pulverizing Only **(price per Linear Foot)**	**Unit Bid Price** **(Per Linear Foot)**
Up to a depth of 2"	
Up to a depth of 4"	
Up to a depth of 6"	
Up to a depth of 8"	
Up to a depth of 10"	
Up to a depth of 12"	
Up to a depth of 14"	
Pulverizing Existing Materials In-Place per Linear Foot	
Contractor will credit Fort Bend County for Pulverized Material:	**Unit Bid Price** **(Per Ton)**
Transported by Fort Bend County vehicles	$ 50.00
Transported by contractor's vehicles	$ 10.00

Initialso of Bidder: _____

VENDOR NAME: Vulcan Construction Materials, LLC

Recycled Asphalt, Screened, 3" Diameter Maximum (price per ton)	**Unit Bid Price (Per Ton)** NB
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Field Sand (price cubic yard)	**Unit Bid Price (Per Cubic Yard)** NB
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location	
Minimum Order	

Fly Ash (price per ton)	**Unit Bid Price (Per Ton)** NB
This item is a by-product of coal-fired electric generating plants. ■ The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash. ■ The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311. Installation (optional): ■ Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar.	
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	

Initialso of Bidder: AL

VENDOR NAME: Vulcan Construction Materials, LLC

Fly Ash Stabilized Road Mix 50/50:	**Unit Bid Price (Per Ton)**
■Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424. ■Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash. ■The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash. ■The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31. ■Additional water will not be added during the production of fly ash stabilized road mix 50/50. ■The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend. ■The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31. Installation (optional): Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing.	NB
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Plant Location	
Minimum Order	

Texas ASPPM Grade IV Cold Mix - Road repair material, (price per ton)	**Unit Bid Price**
This product will be used by Fort Bend County as a permanent cold patch material for repair of roads.	NB
Plant/Pit/Siding	
Plant to Jobsite-1st mile	
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Limestone Rock Asphalt: TxDOT Item DMS-9210 LRA, Type CC, D, AA (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$72
Plant to Jobsite-1st mile	NB
Each add'l mile	$0.24 /ton mile
Laydown	NB
Plant Location/s	Dabney
Minimum Order	24 tons

Initialso of Bidder: AL

VENDOR NAME: Vulcan Construction Materials, LLC

NB

Lime and Lime Slurry - TXDOT Item 264

This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

- Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
- Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
- Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
- Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
- Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

Chemical:	**Type A**	**Type B**	**Type C**
Total "active" lime content, % by wt - - - - - - - (i.e., % by wt $Ca(OH)_2$ + % by wt CaO, if present)	90.0 min[1]	87.0 min[2]	-
Unhydrated lime content, % by wt CaO: - - - - -	5.0 max	-	87.0 min.
"Free Water" content, % by wt H_2O: - - - - - - - -	5.0 max	-	-
Physical: (Wet sieve requirement, as % by wt residue):	**Type A**	**Type B**	**Type C**
Retained on No. 6 (33360 micron) sieve: - - - - -	0.2 max	0.2 max[2]	8.0 max[3]
Retained on No. 30 (590 micron) sieve: - - - - - -	4.0 max	4.0 max[2]	-
Physical: (Dry sieve requirement, as % by wt residue):	**Type A**	**Type B**	**Type C**
Retained on a 1-inch (25 mm) sieve: - - - - - - - -	-	-	0
Retained on a 3/4 inch (19.0 mm) sieve: - - - - - -	-	-	10.0 max
Retained on a No. 100 (150 micron) sieve: - - - -	-	-	Grade DS-80% min. Grade S-no limits

Initialso of Bidder: AL

VENDOR NAME: Vulcan Construction Materials, LLC

Lime and Lime Slurry - TXDOT Item 264, (cont'd) NB
Note 1: No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content. Note 2: In "solids content" of the slurry. Note 3: The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime. Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended. The use of carbide lime or by-product lime is prohibited. Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids. Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids. Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids. Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure". Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as herein after specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

PRICING:	**Unit Bid Price**		
Percentage of Solid Contents	DRY SOLIDS	Hauling & Freight	Hauling & Freight
		$/Ton/Mile	$/Ton/Mile
	Unit Bid Price per Ton	1st Mile	Additional Mileage
31% Dry solids			
35% Dry solids			
46% Dry solids			

Initialso of Bidder: AL

VENDOR NAME:

Type A Hydrated Lime: TXDOT Item 264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers (price per ton)	**Unit Bid Price (Per Ton)**
Delivered and Applied at Jobsite NB	
Plant Location/s	

Asphalt aggregate, limestone Type D, 7/16" by #4 graduation (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$51.25
Plant to Jobsite-1st mile	$5.00
Each add'l mile	$0.25/ton mile
Plant Location/s	Stafford
Minimum Order	24 tons

Type C, Hot Mix Asphaltic Concrete Pavement: TXDOT Item 341, Class A aggregates with PG7622 oil (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$105.00
Plant to Jobsite-1st mile	$5.75
Each add'l mile	$0.30/ton mile
Plant Location/s	Rosenberg, Hockley
Minimum Order	800 tons

623 Traprock Grade 3, TXDOT Item 302 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	NB
Plant to Jobsite-1st mile	↓
Each add'l mile	
Plant Location/s	
Minimum Order	

623 Traprock Grade 5, TXDOT Item 302 (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	NB
Plant to Jobsite-1st mile	↓
Each add'l mile	
Plant Location/s	
Minimum Order	

Initialso of Bidder: AV

VENDOR NAME: Vulcan Construction Materials, LLC

Bullrock 3" x 5" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$53.00
Plant to Jobsite-1st mile	$5.00
Each add'l mile	$0.25/ton mile
Plant Location/s	Stafford
Installation	NB
Minimum Order	24 tons

Rip Rap, Grade 1, 12" to 18" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	$85
Plant to Jobsite-1st mile	$6.00
Each add'l mile	$0.30/ton mile
Plant Location/s	Houston Pit
Minimum Order	24 tons

Limestone Base 1 1/2" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	NB
Each add'l mile	↓
Plant Location/s	↓
Minimum Order	↓

Limestone Base 3/4" (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	NB
Plant to Jobsite-1st mile	↓
Each add'l mile	↓
Plant Location/s	↓
Minimum Order	↓

Initialso of Bidder: AL

VENDOR NAME: Vulcan construction materials, LLC

Screened Decomposed Granite Gravel ¾-: (price per ton)		**Unit Bid Price (Per Ton)**
Grain Size in Millimeters:		
% Cobbles	0.0	
% Gravel	32.0	
% Sand	57.0	
% Silt or Clay	11.0	
Classification:		
Sample No.	95/878	
LL	41	
PL	19	
PI	22	
Plant/Pit/Siding		
Plant to Jobsite-1st mile		
Each add'l mile		
Plant Location/s & Phone Number		
Minimum Order		

Road Stabilization Portland Cement: TxDOT Item 524.2, Type 1, 2, (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	NB
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Minimum Order	
Reclaimed Portland Cement for Stabilization of Material (road mixed): Class A or H, containing no hazardous components (price per ton)	**Unit Bid Price (Per Ton)**
Plant/Pit/Siding	
Plant to Jobsite-1st mile	NB
Each add'l mile	
Laydown	
Plant Location/s	
Minimum Order	
Minimum Order	

Initialso of Bidder: AL