

**Fort Bend County Tabulation
 Bid 25-029
 Construction of Fort Bend County Annex -Fresno
 Paving and Drainage Improvements**

**Recommended: ARS Construction LLC \$279,861.50
 Funding: 2023 CIP**

Company	Bid Price	Completion Time in Calendar Days
ARS Construction LLC Houston, TX	\$279,861.50	60
Teamwork Construction Services, Inc. Houston, TX	\$290,460.50	120
Wilson Building Services, Inc. Stafford, TX	\$292,332.50	100
Ballew Construction, LLC Katy, TX	\$306,229.80	70
Bass Construction Company, Inc. Rosenberg, TX	\$333,160.63	115
Cracon, Inc. Alvin, TX	\$397,121.00	90
Consta Build, LLC Katy, TX	\$415,426.50	120
Apex Consulting Group Houston, TX	\$675,776.00	120
Aranda Brothers Construction Co., Inc. Houston, TX	\$1,150,611.00	270

ANNEX OFFICE DRAINAGE IMPROVEMENTS - BID TABULATIONS																								
Bid 25-029																								
Construction of Fort Bend County Annex - Fresno																								
Paving and Drainage Improvements																								
Lowest Bidder																								
					Engineer's Estimate		ARS Construction LLC		Teamwork Construction Services		Wilson Building Services, Inc.		Ballew Construction, LLC		Bass Construction Company, Inc.		Cracon, Inc.		Consta Build, LLC		Apex Consulting Group		Aranda Brothers Construction Co	
Item No.	Spec. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
I. BASE BID																								
A		Site Preparation & Earthwork																						
1	104	Remove Concrete Pavement including Base Material	SY	1109	\$25.00	\$27,725.00	\$13.00	\$14,417.00	\$30.00	\$33,270.00	\$25.00	\$27,725.00	\$17.00	\$18,853.00	\$32.67	\$36,231.03	\$14.00	\$15,526.00	\$8.00	\$8,872.00	\$25.00	\$27,725.00	\$15.00	\$16,635.00
2	105	Remove Asphalt Pavement, with or without Base Course, All Thicknesses	SY	238	\$20.00	\$4,760.00	\$15.00	\$3,570.00	\$32.00	\$7,616.00	\$25.00	\$5,950.00	\$17.00	\$4,046.00	\$32.67	\$7,775.46	\$30.00	\$7,140.00	\$35.00	\$8,330.00	\$25.00	\$5,950.00	\$20.00	\$4,760.00
3	501	Tree Protection (2 trees total)	LS	1	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$595.00	\$595.00	\$750.00	\$750.00	\$750.00	\$750.00	\$1,350.00	\$1,350.00	\$200.00	\$200.00	\$61,000.00	\$61,000.00	\$2,500.00	\$2,500.00	\$750.00	\$750.00
		Subtotal of A =				\$33,485.00		\$18,587.00		\$41,481.00		\$34,425.00		\$23,649.00		\$45,356.49		\$22,866.00		\$78,202.00		\$36,175.00		\$22,145.00
B		Pavement Items																						
4		Remove and Replace Handicap Ramp with Handrails	EA	1	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$5,950.00	\$5,950.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$675.00	\$675.00	\$8,000.00	\$8,000.00	\$4,000.00	\$4,000.00	\$5,500.00	\$5,500.00	\$2,500.00	\$2,500.00
5	276	Cement Stabilized Subgrade (8" Depth)(For Concrete Pavement)(Complete in Place)	SY	1499	\$30.00	\$44,970.00	\$34.00	\$50,966.00	\$24.00	\$35,976.00	\$23.00	\$34,477.00	\$33.10	\$49,616.90	\$41.60	\$62,358.40	\$55.00	\$82,445.00	\$40.00	\$59,960.00	\$35.00	\$52,465.00	\$15.00	\$22,485.00
6	360	7" Reinforced Concrete Pavement, including Joints, Finishing and Curing (Complete in Place)	SF	13493	\$15.00	\$202,395.00	\$9.50	\$128,183.50	\$9.00	\$121,437.00	\$9.50	\$128,183.50	\$8.55	\$115,365.15	\$10.33	\$139,382.69	\$12.00	\$161,916.00	\$8.50	\$114,690.50	\$32.00	\$431,776.00	\$75.00	\$1,011,975.00
7		Temporary Wooden Handicap Ramp	EA	1	\$750.00	\$750.00	\$1,300.00	\$1,300.00	\$3,995.00	\$3,995.00	\$1,500.00	\$1,500.00	\$450.00	\$450.00	\$1,600.00	\$1,600.00	\$100.00	\$100.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$1,250.00	\$1,250.00
8	580	Precast Concrete Wheel Stops	EA	1	\$500.00	\$500.00	\$250.00	\$250.00	\$108.00	\$108.00	\$250.00	\$250.00	\$150.00	\$150.00	\$330.00	\$330.00	\$350.00	\$350.00	\$350.00	\$350.00	\$450.00	\$450.00	\$150.00	\$150.00
9	580	Wheel Stops (Remove, Salvage, and Replace)	EA	4	\$500.00	\$2,000.00	\$145.00	\$580.00	\$58.00	\$232.00	\$200.00	\$800.00	\$95.00	\$380.00	\$165.00	\$660.00	\$165.00	\$660.00	\$350.00	\$1,400.00	\$200.00	\$800.00	\$50.00	\$200.00
		Subtotal of B =				\$255,615.00		\$184,779.50		\$167,698.00		\$166,710.50		\$168,462.05		\$205,006.09		\$253,471.00		\$182,900.50		\$494,491.00		\$1,038,560.00
C		Drainage Items																						
10	482	12" HDPE Storm Sewer ASTM C-76, Cement Stabilized Sand Backfill	LF	67	\$110.00	\$7,370.00	\$65.00	\$4,355.00	\$55.00	\$3,685.00	\$80.00	\$5,360.00	\$87.00	\$5,829.00	\$62.50	\$4,187.50	\$100.00	\$6,700.00	\$110.00	\$7,370.00	\$175.00	\$11,725.00	\$50.00	\$3,350.00
11	482	15" HDPE Storm Sewer ASTM C-76, Cement Stabilized Sand Backfill	LF	157	\$125.00	\$19,625.00	\$75.00	\$11,775.00	\$57.00	\$8,949.00	\$93.00	\$14,601.00	\$90.00	\$14,130.00	\$76.95	\$12,081.15	\$150.00	\$23,550.00	\$120.00	\$18,840.00	\$200.00	\$31,400.00	\$60.00	\$9,420.00
12	464	24" RCP Storm Sewer ASTM C-76, Cement Stabilized Sand Backfill	LF	57	\$185.00	\$10,545.00	\$135.00	\$7,695.00	\$122.50	\$6,982.50	\$150.00	\$8,550.00	\$198.00	\$11,286.00	\$205.20	\$11,696.40	\$200.00	\$11,400.00	\$250.00	\$14,250.00	\$210.00	\$11,970.00	\$125.00	\$7,125.00
13	464	24" Concrete Bend, 45-Degree	EA	2	\$185.00	\$370.00	\$900.00	\$1,800.00	\$1,895.00	\$3,790.00	\$1,800.00	\$3,600.00	\$1,700.00	\$3,400.00	\$1,771.00	\$3,542.00	\$6,000.00	\$12,000.00	\$4,500.00	\$9,000.00	\$750.00	\$1,500.00	\$1,500.00	\$3,000.00
14	466	Concrete Inlet, Precast, Including 30x30 grate and frame (with Drawings) (Complete in Place)	EA	4	\$8,520.00	\$34,080.00	\$4,850.00	\$19,400.00	\$4,550.00	\$18,200.00	\$3,000.00	\$12,000.00	\$5,100.00	\$20,400.00	\$3,307.50	\$13,230.00	\$6,000.00	\$24,000.00	\$6,500.00	\$26,000.00	\$5,000.00	\$20,000.00	\$4,500.00	\$18,000.00
15	466	30"x30" solid grate top (Complete in Place)	EA	4	\$300.00	\$1,200.00	\$280.00	\$1,120.00	\$1,795.00	\$7,180.00	\$1,500.00	\$6,000.00	\$1,673.75	\$6,695.00	\$729.00	\$2,916.00	\$1,000.00	\$4,000.00	\$2,500.00	\$10,000.00	\$1,000.00	\$4,000.00	\$1,500.00	\$6,000.00
16	400	Cement Stabilized Sand Bedding and Backfill Material	TON	124	\$60.00	\$7,440.00	\$32.00	\$3,968.00	\$48.00	\$5,952.00	\$40.00	\$4,960.00	\$70.00	\$8,680.00	\$33.75	\$4,185.00	\$55.00	\$6,820.00	\$50.00	\$6,200.00	\$50.00	\$6,200.00	\$80.00	\$9,920.00
17	464	Temporary 24" Storm Plug & Cap (for TxDOT Use)	EA	1	\$2,000.00	\$2,000.00	\$800.00	\$800.00	\$3,630.00	\$3,630.00	\$1,200.00	\$1,200.00	\$750.00	\$750.00	\$202.50	\$202.50	\$1,200.00	\$1,200.00	\$6,250.00	\$6,250.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
18	110	Ditch Regrading	LF	175	\$6.00	\$1,050.00	\$14.00	\$2,450.00	\$12.00	\$2,100.00	\$25.00	\$4,375.00	\$20.00	\$3,500.00	\$19.50	\$3,412.50	\$12.00	\$2,100.00	\$30.00	\$5,250.00	\$75.00	\$13,125.00	\$15.00	\$2,625.00
		Subtotal of C =				\$83,680.00		\$53,363.00		\$60,468.50		\$60,646.00		\$74,670.00		\$55,453.05		\$91,770.00		\$103,160.00		\$101,420.00		\$61,940.00
D		Signing and Striping Items																						
19	636 & per Detail	Aluminum Signs (sign post with base and hardware) (Handicap signs - Complete in Place)	EA	2	\$600.00	\$1,200.00	\$650.00	\$1,300.00	\$495.00	\$990.00	\$400.00	\$800.00	\$505.00	\$1,010.00	\$550.00	\$1,100.00	\$1,000.00	\$2,000.00	\$600.00	\$1,200.00	\$750.00	\$1,500.00	\$550.00	\$1,100.00
20	666	Reflectorized Pavement Markings, Type 1, Thermoplastic, 4" White/Solid (Parking Striping) - Furnish & Applied	LF	320	\$1.50	\$480.00	\$5.00	\$1,600.00	\$5.00	\$1,600.00	\$4.00	\$1,280.00	\$2.75	\$880.00	\$4.55	\$1,456.00	\$8.00	\$2,560.00	\$2.00	\$640.00	\$6.00	\$1,920.00	\$5.00	\$1,600.00
21	666 & per Detail	Reflectorized Pavement Markings, Handicap Symbol (for Handicap Parking Spaces) - Furnish & Applied	EA	2	\$1,000.00	\$2,000.00	\$350.00	\$700.00	\$500.00	\$1,000.00	\$350.00	\$700.00	\$60.00	\$120.00	\$525.00	\$1,050.00	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00	\$500.00	\$1,000.00	\$95.00	\$190.00
		Subtotal of D =				\$3,680.00		\$3,600.00		\$3,590.00		\$2,780.00		\$2,010.00		\$3,606.00		\$6,560.00		\$4,840.00		\$4,420.00		\$2,890.00
E		Traffic Control Items																						
22	694	Temporary Traffic Control	MO	3	\$6,000.00	\$18,000.00	\$2,000.00	\$6,000.00	\$950.00	\$2,850.00	\$2,000.00	\$6,000.00	\$2,500.00	\$7,500.00	\$878.00	\$2,634.00	\$2,500.00	\$7,500.00	\$1,000.00	\$3,000.00	\$2,500.00	\$7,500.00	\$3,500.00	\$10,500.00
		Subtotal of E =				\$18,000.00		\$6,000.00		\$2,850.00		\$6,000.00		\$7,500.00		\$2,634.00		\$7,500.00		\$3,000.00		\$7,500.00		\$10,500.00
F		Storm Water Pollution Prevention Plan																						
23	162	Sodding for Erosion Control	SY	233	\$10.00	\$2,330.00	\$9.00	\$2,097.00	\$6.00	\$1,398.00	\$12.00	\$2,796.00	\$10.75	\$2,504.75	\$28.50	\$6,640.50	\$7.00	\$1,631.00	\$8.00	\$1,864.00	\$35.00	\$8,155.00	\$7.00	\$1,631.00
24	591	Inlet Protection Barriers (Stage 1) - Furnish, Install and Remove	LF	64	\$50.00	\$3,200.00	\$15.00	\$960.00	\$25.00	\$1,600.00	\$15.00	\$960.00	\$6.00	\$384.00	\$30.50	\$1,952.00	\$7.00	\$448.00	\$40.00	\$2,560.00	\$35.00	\$2,240.00	\$5.00	\$320.00
25	591	Rock Filler Dam - Furnish, Install and Remove	LF	45	\$700.00	\$31,500.00	\$35.00	\$1,575.00	\$60.00	\$2,700.00	\$75.00	\$3,375.00	\$110.00	\$4,950.00	\$80.50	\$3,622.50	\$75.00	\$3,375.00	\$60.00	\$2,700.00	\$65.00	\$2,925.00	\$35.00	\$1,575.00
		Subtotal of F =				\$37,030.00		\$4,632.00		\$5,698.00		\$7,131.00		\$7,838.75		\$12,215.00		\$5,454.00		\$7,124.00		\$13,320.00		\$3,526.00
G		Extra Work Items																						
26	550	Fence	LF	50	\$10.00	\$500.00	\$60.00	\$3,000.00	\$75.00	\$3,750.00	\$100.00	\$5,000.00	\$255.00	\$12,750.00	\$15.00	\$750.00	\$30.00	\$1,500.00	\$180.00	\$9,000.00	\$75.00	\$3,750.00	\$45.00	\$2,250.00
27		Dumpster - Temporary Relocation and Replacement; with Owner Approval	EA	1	\$250.00	\$250.00	\$1,000.00	\$1,000.00	\$950.00	\$950.00	\$1,600.00	\$1,600.00	\$350.00	\$350.00	\$2,025.00	\$2,025.00	\$300.00	\$300.00	\$5,000.00	\$5,000.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00
28	530	Sidewalk Repair or Replacement (Match existing thickness)	SF	20	\$30.00	\$600.00	\$40.00	\$800.00	\$9.50	\$190.00	\$12.00	\$240.00	\$90.00	\$1,800.00	\$27.00	\$540.00	\$10.00	\$200.00	\$150.00	\$3,000.00	\$35.00	\$700.00	\$15.00	\$300.00
29		Repair Irrigation System (as needed, due to damage caused by construction activities)	LS	1	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$395.00	\$395.00														



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	ARS Construction LLC										
Business Name (if different from legal name)											
Type of Business	☒ Corporation/LLC ☐ Sole Proprietor/Individual	☐ Partnership ☐ Tax Exempt	Age in Business? 2 yrs								
Federal ID # or S.S. #	93-3658342	SAM.gov Unique Entity ID #	P9YFU14ZMPJ5								
SAM.gov CAGE / NCAGE											
Publicly Traded Business	☒ No ☐ Yes Ticker Symbol _____										
Remittance Address	414 Pecan Dr.										
City/State/Zip	South Houston TX 77587										
Physical Address	3310 Cedar Hill Ln.										
City/State/Zip	Houston TX 77093										
Phone Number	832-782-7924										
E-mail	jprieto@arsconstruct.com										
Contact Person	Jesus M. Prieto										
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 # 24-12-16556S Certification # 1933658342200 Certification # _____	<table border="1"><thead><tr><th>Cert Date</th><th>Exp Date</th></tr></thead><tbody><tr><td>1/7/2025</td><td>12/31/2027</td></tr><tr><td>1/10/2025</td><td>1/10/2029</td></tr><tr><td> </td><td> </td></tr></tbody></table>	Cert Date	Exp Date	1/7/2025	12/31/2027	1/10/2025	1/10/2029		
Cert Date	Exp Date										
1/7/2025	12/31/2027										
1/10/2025	1/10/2029										
Company's gross annual receipts	<table border="1"><tr><td><\$500,000 _____</td><td>\$500,000-\$4,999,999 ☒ _____</td></tr><tr><td>\$5,000,000-\$16,999,999 _____</td><td>\$17,000,000-\$22,399,999 _____ >\$22,400,000 _____</td></tr></table>			<\$500,000 _____	\$500,000-\$4,999,999 ☒ _____	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____ >\$22,400,000 _____				
<\$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)	NAICS 237110 , NAICS 237310 , NAICS 238110										
Signature of Authorized Representative											
Printed Name	Jesus M. Prieto										
Title	CEO										
Date	2/11/2025										

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

***AMENDED 1/28/25**
Fort Bend County, Texas
Invitation for Bid



**Construction of Fort Bend County Annex – Fresno Paving and
Drainage Improvements for Fort Bend County**
BID 25-029

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 11 25, 2025**
2:00 PM (Central)

LABEL ENVELOPE:

BID 25-029
Construction of FBC Annex

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

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

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

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

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

Vendor Responsibilities:

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

A handwritten signature in blue ink, located in the bottom right corner of the page.

1.0 GENERAL REQUIREMENTS:

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

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

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

responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include it in the returned bid package. Deadline for submission of questions and/or clarification is no later than **Tuesday, February 4-11, 2025 at 10:00AM (central)** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

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

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

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

2.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to complete the Construction of Fort Bend County Annex – Fresno Paving and Drainage, hereinafter referred to as the “Project,” as specified herein.

This project will be a 2-Phase reconstruction of an existing parking lot. Project will provide new

subgrade, revised grading, new pedestrian handicap ramp(s) and new drainage features. The proposed drainage system will tie into TxDOT's FM 521 trunk line. Coordination will be required. Contractor to maintain positive drainage flow within the property, including the grass ditches, throughout construction. The shared access road must remain open at all times.

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

3.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Tuesday, January 28, 2025 at 9:00 AM (CST)**. The pre-bid conference will be held at the Fort Bend County Purchasing Department located in the Travis Annex Building at 301 Jackson, Suite 201, Richmond, Texas 77469. All bidders are encouraged to attend.

4.0 LIQUIDATED DAMAGES:

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

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

5.0 COMPLETION TIME & PAYMENT:

- 5.1 Fort Bend County shall pay the Contractor in current funds for the Contractor's performance of the Contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the Fort Bend County Purchasing Agent.
- 5.2 Based upon Applications for payment submitted to the County Auditor, Fort Bend County shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the contract documents.
 - 5.2.1 The period covered by each application for payment shall be one calendar month ending on the last day of the month.

- 5.2.2 Provided a customary, accurate and complete application for payment is received by the County Auditor not later than the 15th day of a month, Fort Bend County shall make payment of all undisputed amounts to the Contractor not later than the 15th day of the next month. If an application for payment is received by the County Auditor after the application deadline fixed above, payment shall be made by Fort Bend County not later than 30 days after the County Auditor receives the application for payment.
- 5.2.3 Application for payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.
- 5.2.4 Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:
 - 5.2.4.1 Take that portion of the contract sum properly allocable to completed Project less retainage of ten percent (10%).
 - 5.2.4.2 Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Fort Bend County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).
 - 5.2.4.3 Subtract the aggregate of previous payments made by Fort Bend County.
 - 5.2.4.4 The progress payment amount as determined in above shall be further modified under the following circumstances:

Upon substantial completion of the Project, add a sum sufficient to increase the total payments to one hundred percent (100%) of the contract sum, less such amounts as Fort Bend County shall determine should be deducted for incomplete work and unsettled claims.
 - 5.2.4.5 Final payment, constituting the entire unpaid undisputed balance of the contract sum, shall be made by Fort Bend County to the Contractor when Fort Bend County and the Contractor agree that the Contract has been fully performed by the Contractor.
- 5.3 Before the first application for payment, the Contractor shall submit to the Facilities Department a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its

accuracy as the Facilities Department may require. This schedule, unless objected to by the Facilities Department shall be used as a basis for reviewing the Contractor's application for payment.

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

6.0 LIMIT OF APPROPRIATION:

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

7.0 RIGHT TO ASSURANCE:

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

8.0 PERFORMANCE & PAYMENT BONDS:

In the event the total accepted bid price exceeds \$25,000 the Contractor must provide a payment bond in the amount of 100% of the total contract sum, and in the event the total accepted bid price exceeds \$100,000 the contractor must also provide a performance bond in the amount of 100% of the total contract sum. Bonds must be submitted to the Office of the County Purchasing Agent within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of

Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by the Contractor. In the event Fort Bend County rejects, the proposed surety company, the Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

9.0 POWER OF ATTORNEY:

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

10.0 INSURANCE:

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

- 10.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 10.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 10.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.
- 10.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 10.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- 10.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

11.0 INDEMNIFICATION:

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

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

and shall remain in full force and effect with respect to all such matters no matter when they arise.

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

12.0 PREVAILING WAGES:

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

General Decision Number: 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.

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)(1).

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 <http://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 **
Flagger	\$ 10.33 **
Laborer, Common	\$ 11.02 **
Laborer, Utility	\$ 11.73 **
Pipelayer	\$ 12.12 **
Work Zone Barricade Servicer	\$ 11.67 **

PAINTER (Structures)	\$ 18.62
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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 **
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Steel Worker

Reinforcing Steel	\$ 15.15 **
Structural Steel Welder	\$ 12.85 **
Structural Steel	\$ 14.39 **

TRUCK DRIVER

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

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) 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. Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

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
- 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

13.0 PERMITS:

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

14.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:

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

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

14.1.2 On written demand as requested by Fort Bend County, review drawings and specifications with the Engineer to permit the Contractor and the Engineer to determine the compliance of the proposed facility with applicable building codes.

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

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

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

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

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

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

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

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

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

Fort Bend County shall use its reasonable efforts to expedite any required review of the Project or other matters by any governmental authority.

14.4 Changes.

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

14.4.2 Change Order Procedure. If at any time Fort Bend County desires to make any change in the Project requiring the issuance of a Change Order, Fort Bend County shall so advise the Contractor in writing by delivery to the Contractor of a written notice describing the change. Upon receipt of such notice initiated by Fort Bend County, the Contractor shall within a reasonable period of time advise Fort Bend County of the Contractor's proposal for the adjustments, if any, in the contract sum, the schedule of values, and the final completion date attributable to such change by delivering a written notice thereof (the "Proposed Change Order") to Fort Bend County. Such Proposed Change Order shall contain a description of the proposed change and shall set forth the Contractor's estimate of the increase or decrease, if any, in the contract sum and the change, if any, in the schedule of values and the final completion date attributable to such change. If the Contractor desires to make a change in the Project requiring the issuance of a change order, the Contractor shall deliver to Fort Bend County a Proposed Change Order. Upon execution by Fort Bend County, a Proposed Change Order shall constitute (and be defined herein as) a "Change Order" for purposes of this Contract. The Contractor shall forthwith perform the work as changed in accordance with such Change Order. All work performed pursuant to a Change Order shall be performed in accordance with the terms of this Contract. All Proposed Change Orders shall be submitted for approval by Fort Bend County. No action, acquiescence or inaction by Fort Bend County or any representative of Fort Bend County shall be construed to be a waiver of requirements set forth in this Contract in regard to Change Orders or ratification of a violation of such requirements, and all acts in violation of this provision shall be considered void.

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

- 14.4.4 Contract Sum Adjustments. The contract sum and the schedule of values shall be adjusted only as a result of a Change Order requiring such adjustment. Any extra work performed without a proper Change Order shall be considered voluntary and not subject to additional compensation. The Contractor shall not be entitled to an adjustment in the contract sum (or a Change Order permitting such adjustment) or to damages as a result of any delays in the Project caused by the acts or omissions of Fort Bend County, provided that this sentence is not applicable to delays that constitute more than 90 days in any 365-day period or cause the Project to be interrupted for a continuous period of 45 days through no fault of the Contractor.
- 14.4.5 When Fort Bend County and the Contractor agree upon the adjustments in the contract sum, the schedule of values, and the final completion date attributable to such adjustment, such agreement will be documented by preparation and if approved by the Fort Bend County Commissioners Court, execution of an appropriate Change Order.
- 14.5 Site Access. Prior to the transfer date, Fort Bend County and the Contractor shall have uninterrupted access to the construction site. Subsequent to the transfer date, Fort Bend County will permit the Contractor, the Engineer, and their representatives and subcontractors to enter upon the Project at times reasonably necessary to complete the punch list items.
- 14.6 Applicable Laws and Regulations. Contractor shall in its performance of the Project comply with all applicable laws and regulations. Any delays in the prosecution of the Project caused by any changes in the laws and regulations or the application or enforcement of the laws and regulations may entitle the Contractor to an extension of time.
- 14.7 Familiarity with Project. The Contractor represents and accepts that it has: (a) visited the property(ies), (b) taken such other steps as may be necessary to ascertain the nature and location of the Project and the general and local conditions which affect the Project or the cost thereof, (c) investigated the labor situation as regards to the Project, (d) examined the property(ies), the obstacles which may be encountered and all other observable conditions having a bearing upon the performance of the Project, the superintendence of the Project, the time of completion and all other relevant matters, and (e) reported to Fort Bend County the results of all of the foregoing. The Contractor represents that it is familiar with all phases of the Project and the matters that may affect the Project or its prosecution under this Contract.
- 14.8 Standard of Performance. The Contractor shall prosecute (or cause to be prosecuted) the Project in accordance with the best efforts for the construction and development of projects similar to the Project in the State of Texas, using qualified, careful, and efficient contractors and workers and in conformity with

the provisions of this Contract. The Contractor shall perform the work in a good and workmanlike manner.

- 14.9 Warranty of Contractor. The Contractor warrants to Fort Bend County that: (i) the Contractor possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and the Contractor will use its best efforts to ensure that the services provided under this Contract will be performed, delivered, and conducted in accordance with the best professional standards and in accordance with industry standards, and (ii) the Contractor is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized and financed to perform such work, and (iii) following the date of acceptance of this Contract, the services provided by the Contractor to Fort Bend County will conform to the representations contained in this Contract, including all attachments, schedules and exhibits. All warranties provided by the Contractor in this Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to Fort Bend County.
- 14.10 Contractor's Personnel. Contractor shall employ only competent, skilled personnel for the Project. Prior to the final completion date, the Contractor shall maintain a superintendent who shall be authorized to act on behalf of the Contractor and with whom Fort Bend County may consult at all reasonable times. The superintendent shall not be transferred from the Project without Fort Bend County's consent (which shall not be unreasonably withheld or delayed); provided, however, the superintendent shall not be assigned solely to the Project and shall be entitled to spend reasonable time working on matters unrelated to the Project so long as such work on other matters does not render the superintendent unavailable to the Project or unavailable to Fort Bend County. However, such obligation to furnish the superintendent and such staff personnel shall not be construed (a) to preclude the promotion within the Contractor's organization of any person assigned to the Project or (b) to give rise to any liability of the Contractor if any person assigned to the Project (including, without limitation, the superintendent) leaves the Contractor's employment. If the superintendent is transferred from the Project, Fort Bend County shall have the right to approve the replacement superintendent (which approval will not be unreasonably withheld or delayed). The Contractor, the Architect, and the other subcontractors shall comply with all applicable health, safety, and loss prevention rules of applicable governmental authorities. The Contractor shall, at its own expense, remove from the Project any person who fails to comply with such rules and instructions. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him. Fort Bend County may, upon written notice to the Contractor, require the Contractor to remove an individual immediately from providing services for the following reasons: violation of the terms and conditions of this Contract; violation of Fort Bend County's or the Contractor's work rules and regulations; criminal

activity; or violation of state, federal, or municipal statutes. Fort Bend County may, upon thirty (30) days written notice to the Contractor, require the removal of any individual from providing services without cause.

- 14.11 Inspection. The Project and all parts thereof shall be subject to inspection from time to time by inspectors designated by Fort Bend County. No such inspections shall relieve The Contractor of any of its obligations hereunder. Neither failure to inspect nor failure to discover or reject any of the work as not in accordance with the drawings and specifications or any provision of this Contract shall be construed to imply an acceptance of such work or to relieve the Contractor of any of its obligations hereunder. Fort Bend County agrees that its right of inspection shall be used reasonably and in a timely manner so as not to delay orderly completion of the Project.
- 14.12 Protection Against Risks. The Contractor shall take all precautions which are necessary and adequate, against conditions created during the progress of the Project which involve a risk of bodily harm to persons or a risk of damage or loss to any property. The Contractor shall regularly inspect all work, materials and equipment to discover and determine any such conditions and shall be responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with all federal, state, and local occupational hazard and safety standards, codes and regulations applicable in the jurisdiction where the Project is being performed. The Contractor shall include the substance of this clause in its entirety in all subcontracts for any work to be performed at the construction site.
- 14.13 Equipment. Except as expressly provided herein to the contrary, the Contractor shall furnish (or cause to be furnished) all construction, transportation, installation, tools, and other equipment and facilities required for the performance of the Project within the times specified herein. Such equipment and facilities shall be serviceable and kept fit for the uses intended. Defective items shall be removed from the construction site promptly and at the Contractor's cost. The Contractor shall schedule (or cause to be scheduled) its other operations so as to not interfere with its duty to timely furnish the necessary equipment and facilities and personnel to operate the same at the times necessary for the orderly completion of the Project.
- 14.14 Materials. Except as may be specifically provided otherwise in the Contract or approved in advance by Fort Bend County, the Contractor shall provide Fort Bend County with copies of material testing reports and to cause all materials, equipment, and fabricated items incorporated in the Project to be new and of a suitable grade of their respective kinds for their intended use.
- 14.15 Delay, Disruption or Hindrance Damages. Contractor and the County contemplate that Contractor's performance may be delayed, disrupted or interfered with by unanticipated causes including but not limited to the following:

- a) Severe and unavoidable natural disasters such as fires, floods, epidemics and earthquakes;
- b) Abnormal weather conditions;
- c) Acts or failures to act of the County , third party utility owners or other third – party entities; and
- d) Acts of war or terrorism.

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

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

14.15.1 No indirect or consequential damages will be allowed.

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

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

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

- 14.15.5 No exemplary damages or unjust enrichment damages shall be recoverable.
- 14.15.6 No recovery of attorney's fees shall be recoverable except as expressly permitted under the Agreement.
- 14.15.7 No profit will be allowed on any damage claim, except as expressly recoverable under the Agreement as Fee on Cost of the Work incurred.
- 14.15.8 Notwithstanding any other damage limitation herein the County and the Contractor recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Contractor if the County is found to have intentionally interfered with Contractor's performance of the Work by fraud, misrepresentation, gross negligence, or intentional arbitrary or capricious acts and/or omissions. Accordingly, instead of requiring any such proof, the County and the Contractor agree that as liquidated damages (in lieu of any other remedy or damages) for delay, disruption or hindrance (but not as a penalty) the County shall pay the Contractor \$1,500.00 for each day that a court of competent jurisdiction finds the County's conduct referenced in Section 14.15 (above) is the sole cause of Contractor's delay in completing the Work.

15.0 TERMINATION:

- 15.1 Fort Bend County may terminate the Contract for cause if the Contractor:
 - 15.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
 - 15.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.
 - 15.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
 - 15.1.4 Otherwise commits substantial breach of a provision of the Contract Documents.
- 15.2 When any of the above reasons exists, Fort Bend County may, without prejudice to any other rights or remedies of Fort Bend County and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- 15.2.1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.
- 15.2.2 Finish the Project by whatever reasonable method Fort Bend County may deem expedient.
- 15.2.3 When Fort Bend County terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Project is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

15.3 Termination for Convenience of Fort Bend County

Fort Bend county reserves the right, without breach, to terminate the Contract prior to, or during the performance of the Work, for any reason. Upon such an occurrence, the following shall apply.

- 15.3.1 The County will notify Contractor in writing of the county's determination to terminate the contract for convenience and the effective date of the Contract termination. The notice may also contain instructions necessary for the protection, storage or decommissioning of incomplete work or systems, and for safety.
- 15.3.2 Upon receipt of the notice of termination, Contractor shall immediately proceed with the following obligations, regardless of any dispute in determining or adjusting any amounts due at that point in the Contract:
 - 15.3.2.1 Stop all work.
 - 15.3.2.2 Place no further subcontracts or orders for materials or services.
 - 15.3.2.3 Terminate all subcontracts for convenience.
 - 15.3.2.4 Cancel all materials and equipment orders as applicable.
 - 15.3.2.5 Take appropriate action that is necessary to protect and preserve all property related to the Contract which is in the possession of Contractor.
 - 15.3.2.6 When the Contract is terminated for Owner's convenience, Contractor may recover from Owner payment for all Work executed. Contractor may not claim lost profits or lost business opportunities.

- 15.4 Settlement on Termination. When the Contract is terminated by the County under 15.3, at any time prior to one hundred eighty (180) days after the effective date of

termination, Contractor shall submit a final termination settlement proposal to the County based upon recoverable costs as provided under the Contract. If Contractor fails to submit the proposal within the time allowed, the County may unilaterally determine the amount due to Contractor because of the termination and pay the determined amount to Contractor.

16.0 COMPLETION, TRANSFER, & ACCEPTANCE:

- 16.1 Final Completion. Upon the occurrence of the final completion date, the punch list items shall be promptly commenced and thereafter completed within thirty (30) days after final completion.
- 16.2 Transfer and Acceptance. Upon the occurrence of final completion, care, custody and control of the Project shall pass to Fort Bend County. As referenced herein, the "Transfer Date" shall mean the date on which the care, custody and control of the Project passes to Fort Bend County. Subsequent to the Transfer Date all risk of loss with respect to the Project shall be by Fort Bend County and the Contractor shall be thereafter obligated to cover the Project with their Insurance.

17.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:

- 17.1 Fort Bend County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as Fort Bend County may determine.
- 17.2 An adjustment shall be made for increase in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:
 - 17.2.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.
 - 17.2.2 That an equitable adjustment is made or denied under another provision of this Contract.
- 17.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

18.0 INDEPENDENT CONTRACTOR:

The Contractor shall be an independent contractor and any provisions of this Contract that may appear to give Fort Bend County the right to direct the Contractor as to the details of the manner of doing the Project shall be deemed to mean that the Contractor shall follow the desires of Fort Bend County in the results of the Project only and not in the means whereby the Project is to be accomplished. The Contractor shall be responsible as to the details of completing the Project. Neither the agents, representatives, nor employees of the Contractor, shall be deemed to be the agents, representatives, or employees of Fort Bend County. The Contractor further represents

that it accepts a fiduciary role and responsibility with respect to Fort Bend County and will, to its best abilities, act in the best interests of Fort Bend County and the timely completion of the Project. The Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of Fort Bend County except and unless specifically authorized in writing by Fort Bend County to do so. The Contractor shall furnish construction administration and management services and use the Contractor's best efforts to complete the Project in an expeditious and economical manner consistent with the interests of Fort Bend County.

19.0 NOTICE

- 19.1 All written notices, demands, and other papers or documents to be delivered to Fort Bend County under this Contract shall be delivered to the Facilities Department, 301 Jackson, Richmond, Texas 77469, or at such other place or places as Fort Bend County may from time to time designate by written notice delivered to the Contractor. For purposes of notice under this Contract, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Richmond, Texas 77469, Attention: County Judge.
- 19.2 All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be delivered to the Authorized Representative identified in the Contract documents or such other place or places as the Contractor may designate by written notice delivered to Fort Bend County.

20.0 RECORDS:

- 20.1 Fort Bend County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to the Contract by Contractor.
- 20.2 The Contractor agrees to maintain and preserve for a period of at least five years after the earlier of the expiration of the defects period or termination of this Contract, accurate and complete records relating to the performance of the Project. The Contractor agrees to, upon request, provide Fort Bend County with such records.

21.0 SUCCESSORS & ASSIGNS:

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

any officer or agent of any public and/or governmental body that may be a party hereto.

22.0 PUBLIC CONTACT:

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

23.0 MODIFICATIONS:

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

24.0 SILENCE OF SPECIFICATIONS:

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

25.0 SEVERABILITY:

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

26.0 GOVERNING FORMS:

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

27.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes,

and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this Contract. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these items at cost.

28.0 ENTIRE AGREEMENT:

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

29.0 APPLICABLE LAW & VENUE

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

30.0 ENCLOSURE:

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

Enclosure #1 – Project Manual and Plans

31.0 PRICING:

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

32.0 PROJECT DURATION:

Bidder agrees, if awarded the contract, to complete all work required by the contract documents **within _____ calendar days (maximum 120 days)** after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Facilities Department.

33.0 AWARD:

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

34.0 TEXAS ETHICS COMMISSION FORM 1295:

34.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All

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

34.2 On-line instructions:

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

34.2.2 Identification number used by the governmental entity is: B25-029.

34.2.3 Description is the title of the solicitation: Construction of Fort Bend County Annex – Fresno Paving and Drainage.

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

35.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

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

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

36.0 HUMAN TRAFFICKING:

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

37.0 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/>.

38.0 INDEMNITY FOR BODILY INJURY OR DEATH CLAIMS

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

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

39.0 AGREEMENT TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT

To the maximum extent allowed by law, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration under the Federal Arbitration Act, 9 U.S.C. § 1, et seq. administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. For cases in which the amount in controversy is less than \$250,000, there shall be no discovery other than an expeditious and complete exchange of documents relative to the dispute. For cases in which the amount in controversy is between \$250,000 and \$1,000,000, there shall be no discovery except for an expeditious and complete exchange of such documentary information and up to three (3) depositions per side (including expert depositions, if any). For cases in which the amount in controversy exceeds \$1,000,000, there shall be no discovery except for an expeditious and complete exchange of such documentary information up to five (5) depositions per side (including expert depositions, if any). No formal interrogatories, request for admissions or formal request for production of documents shall be allowed in the arbitration process. The hearing on the merits will be completed no later than ninety (90) days after the initial demand for arbitration is made for disputes involving amounts in controversy of up to \$250,000; no later than no later than one hundred twenty (120) days after the initial demand for arbitration is made for disputes involving amounts in controversy of between \$250,000 and \$1,000,000; and, no later than three hundred sixty five (365) days after the initial demand for arbitration is made for disputes involving amounts in controversy of over \$1,000,000.

40.0 ADDITIONAL REQUIRED FORMS:

All vendors submitting are required to complete and return with submission



- 40.1 Electronic Excel file of Pricing Form on flash drive and printed hard copy
- 40.2 Vendor Form
- 40.3 W9 Form
- 40.4 Tax Form/Debt/Residence Certification
- 40.5 Contractor Acknowledgement of Stormwater Management Program

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a combination of initials and a surname.

**Contract Sheet
Bid 25-029**

**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
ARS Construction LLC (hereinafter designated Contractor).

(Company name)

WITNESSETH:

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

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

Executed at Richmond, Texas this 25 day of March, 2025.

Fort Bend County, Texas

By: KP George
County Judge, KP George

By: [Signature]
Signature of Contractor

By: Jesus Prieto - CEO
Printed Name and Title



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Jaime Kovar
County Purchasing Agent

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

January 28, 2025

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County BID 25-029 – Construction of Fort Bend County Annex – Fresno Paving and Drainage for Fort Bend County.

Addendum 1:

Attached is Addendum 1. Vendors are to utilize Addendum 1 document while preparing their solicitation response. Changes include submission due date extension to February 25, 2025 and revision to Section 1.6.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Melissa Stavinoha at Melissa.Stavinoha@fortbendcountytexas.gov

ARS Construction LLC

Company Name



Signature of person receiving addendum

2-21-25

Date

If you have any questions, please contact this office.

Sincerely,


Melissa Stavinoha
Senior Buyer

**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.) ARS Construction LLC	
	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) S 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) 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. 3310 Cedar Hill Ln. 6 City, state, and ZIP code Houston TX 77093 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

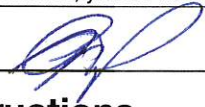
Social security number								
			-			-		
or								
Employer identification number								
9	3	-	3	6	5	8	3	4 2

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 2-21-25
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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

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

Taxpayer Identification Number (T.I.N.): 93-3658342Company Name submitting Bid/Proposal: ARS Construction LLCMailing Address: 3310 Cedar Hill Ln. Houston TX 77093Are you registered to do business in the State of Texas? ☒ Yes ☐ No

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

N/A

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

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

* 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 ARS Construction LLC is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

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

ARS Construction LLC

(Company/Contractor)

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

Contractor Signature

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

Date

2-21-25

Jesus Prieto

Printed Name

CEO

Title

Project References for ARS Construction LLC

Project Name	Scope	Owner/General Contractor	Contact
Green River Drive and Chatwood Lift Station Diversion	Street Paving	Reytec Construction Resources Inc.	Scott Walker @ 254-749-4530
Grand Mason Detention and Mass Grading Phase 2	Structural Concrete and Slope Paving	Anchor Excavators and V&S Construction Company LLC	Austin Daniels @ 713-503-6221
WATER AND DRAINAGE FACILITIES & PAVING AND APPURTENANCES TO SERVE LEVEE LANE	Road Paving and slope paving	City of Pearland/V&S Construction Company LLC	Cirilo Serrano @ 832-805-6270
Fite Tract Detention and Mass Grading	Structural Concrete and Slope Paving	Anchor Excavators and V&S Construction Company LLC	Cirilo Serrano @ 832-805-6270
Chelford City Diversion Project (City of Houston)	Street Paving	Pate Garver LP	Luke Fontenot @ 832-993-8376
Rice Village Local Foods	Patio Concrete Paving and 2nd Floor Concrete Restoration	Pruitt Structures LLC	Alan Marquez @832-348-0607
ChòpnBlòk on Westheimer Rd	Concrete Ramps and Concrete Pour Back	Pruitt Structures LLC	Alan Marquez @832-348-0607
16-INCH WATER DISTRIBUTION LINE ON MAIN STREET LA MARQUE TEXAS	Sidewalk and driveway Replacements	City of La Marque TX/V&S Construction Company LLC	Site Inspector - 845-521-0275 Cirilo Serrano 832-805-6270
Frost Elementary Barn Sidewalk	500 LF of Concrete Sidewalk and a driveway	WestCo Ventures	Anthony West @713-492-1263



Subtotal of C =						\$53,363.00
D		<u>Signing and Striping Items</u>				
19	636 & per Detail	Aluminum Signs (sign post with base and hardware) (Handicap signs - Complete in Place)	EA	2	\$650.00	\$1,300.00
20	666	Reflectorized Pavement Markings, Type 1, Thermoplastic, 4" White/Solid (Parking Striping) - Furnish & Applied	LF	320	\$5.00	\$1,600.00
21	666 & per Detail	Reflectorized Pavement Markings, Handicap Symbol (for Handicap Parking Spaces) - Furnish & Applied	EA	2	\$350.00	\$700.00
Subtotal of D =						\$3,600.00
E		<u>Traffic Control Items</u>				
22	694	Temporary Traffic Control	MO	3	\$2,000.00	\$6,000.00
Subtotal of E =						\$6,000.00
F		<u>Storm Water Pollution Prevention Plan</u>				
23	162	Sodding for Erosion Control	SY	233	\$9.00	\$2,097.00
24	591	Inlet Protection Barriers (Stage 1) - Furnish, Install and Remove	LF	64	\$15.00	\$960.00
25	591	Rock Filter Dam - Furnish, Install and Remove	LF	45	\$35.00	\$1,575.00
Subtotal of F =						\$4,632.00
G		<u>Extra Work Items</u>				
26	550	Remove and Replace Chain Link Fence	LF	50	\$60.00	\$3,000.00
27		Dumpster - Temporary Relocation and Replacement; with Owner Approval	EA	1	\$1,000.00	\$1,000.00
28	530	Sidewalk Repair or Replacement (Match existing thickness)	SF	20	\$40.00	\$800.00
29		Repair Irrigation System (as needed, due to damage caused by construction activities)	LS	1	\$1,500.00	\$1,500.00
30	694	Remove, Salvage, and Relocate Existing Signage in Conflict (Temporary Relocation of Handicap Signs)	EA	2	\$300.00	\$600.00
31	110	Excavation (Roadway) (As needed, for depth to achieve pavement final elevations)	CY	100	\$20.00	\$2,000.00
Subtotal of G =						\$8,900.00
I. BASE BID (TOTAL OF ITEMS A - G) =						\$279,861.50
TOTAL NUMBER OF CALENDAR DAYS TO COMPLETE BASE BID (CONTRACTOR TO SPECIFY) =						60

x 

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

ARS Construction LLC
Houston, TX United States

Certificate Number:
2025-1271659

Date Filed:
02/19/2025

Date Acknowledged:
03/25/2025

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

Fort Bend County

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

B25-029
Concrete, subgrade work and storm sewer system installation for B25-029 Construction of Fort Bend County Annex – Fresno Paving and Drainage Improvements for Fort Bend County

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

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

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)