

*Fort Bend County, Texas  
Invitation for Bid*



*Construction of Westheimer Parkway Turn Lane for Fort Bend County  
BID 21-022*

**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, October 27, 2020  
2:00 PM (Central)

**LABEL ENVELOPE:**

BID 21-022  
Construction of Westheimer Parkway

***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:  
Paige McInnis  
Assistant Purchasing Agent  
[Paige.McInnis@fortbendcountytexas.gov](mailto:Paige.McInnis@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.



## COUNTY PURCHASING AGENT

Fort Bend County, Texas

### Vendor Information

Jaime Kovar  
County Purchasing Agent

Office (281) 341-8640

Legal Company Name <small>(top line of W9)</small>			
Business Name <small>(if different from legal name)</small>			
Federal ID # or S.S. #			DUNS #
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization	Age in Business?	
Publicly Traded Business	<input type="checkbox"/> No <input type="checkbox"/> Yes      Ticker Symbol _____		
Remittance Address			
City/State/Zip			
Physical Address			
City/State/Zip			
Phone/Fax Number	Phone: _____ Fax: _____		
Contact Person			
E-mail			
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 _____	<b>Certification #</b> _____ <b>Certification #</b> _____ <b>Certification #</b> _____ <b>Certification #</b> _____	
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____	
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	
	>\$22,400,000 _____		
NAICs codes (Please enter all that apply)			
Signature of Authorized Representative			
Printed Name			
Title			
Date			

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

**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.
- 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 Paige McInnis, Assistant Purchasing Agent, 301, Jackson, Suite 201, Richmond, Texas, 77469, E-mail:[paige.mcinnis@fortbendcountytexas.gov](mailto:paige.mcinnis@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 **Thursday, October 20, 2020 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

Initials of Bidder: \_\_\_\_\_

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.

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- 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 to provide all materials, labor and equipment necessary to complete the construction of a left-turn lane alongside the westbound lanes of Westheimer Parkway just west of the Grand Parkway (S.H. 99), as specified herein. Scope includes removal of curb and a portion of existing pavement, the removal of median earth and landscaping, removal of one (1) pine tree, construction of 8-inch thick reinforced concrete pavement with curb and subgrade, striping/pavement markings, traffic control, storm water pollution prevention, and tree trimming to ensure adequate clearance over the new pavement. The existing irrigation system will be relocated by prior to construction by awarded Contractor.

**3.0 LIQUIDATED DAMAGES:**

If the Project is not substantially complete within the contract time as adjusted by extension of time approved by Commissioner Court, Fort Bend County will deduct (from the final payment, as liquidated damages), the sum of five hundred (\$250.00) per calendar day that the Project remains not substantially complete, such sum is agreed upon as a reasonable and proper measure

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of damages which Fort Bend County will sustain per day by failure of Contractor to substantially complete work within the contract time. It is understood that said sum shall be considered as liquidated damages and shall in no sense be considered as a penalty against the Contractor.

**4.0 COMPLETION TIME & PAYMENT:**

- 4.1 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.
- 4.2 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.
  - 4.2.1 The period covered by each application for payment shall be one calendar month ending on the last day of the month.
  - 4.2.2 Provided an application for payment is received by the County Auditor not later than the 15th day of a month, Fort Bend County shall make payment 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.
  - 4.2.3 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.
  - 4.2.4 Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:
    - 4.2.4.1 Take that portion of the contract sum properly allocable to completed Project less retainage of ten percent (10%).
    - 4.2.4.2 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%).
    - 4.2.4.3 Subtract the aggregate of previous payments made by Fort Bend County.

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

Add, upon substantial completion of the Project, 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 for incomplete work and unsettled claims.

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

4.3 Before the first application for payment, the Contractor shall submit to the Facilities Management and Planning 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 Management and Planning Department may require. This schedule, unless objected to by the Facilities Management and Planning Department shall be used as a basis for reviewing the Contractor's application for payment.

4.4 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.

4.5 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.

**5.0 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.

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**6.0 RIGHT TO ASSURANCE:**

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

**7.0 PERFORMANCE & PAYMENT BONDS:**

Performance and Payment Bonds: In the event the total accepted bid price exceeds \$25,000 the Contractor must provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of 100% of the total contract sum 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.

**8.0 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.

**9.0 INSURANCE:**

9.1 All respondents must 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.

9.2 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,

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licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- 9.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 9.2.2 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.
- 9.2.3 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.
- 9.2.4 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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.
- 9.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

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**10.0 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.

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 10.6 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.
- 10.7 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

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Paving & Curb	\$ 12.34
Structures	\$ 12.23
<b>LABORER</b>	
Asphalt Raker	\$ 12.36
Flagger	\$ 10.33
Laborer, Common	\$ 11.02
Laborer, Utility	\$ 11.73
Pipelaye	\$ 12.12
Work Zone Barricade Servicer	\$ 11.67
<b>PAINTER (Structures)</b>	<b>\$ 18.62</b>
<b>POWER EQUIPMENT OPERATOR:</b>	
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
<b>Servicer</b>	<b>\$ 13.97</b>
<b>Steel Worker</b>	

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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.

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

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

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

**Union Rate Identifiers**

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations  
Wage and Hour Division

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

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

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

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

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

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

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

## **12.0 PERMITS:**

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

## **13.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:**

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

13.1.1 On an as needed basis as determined by Fort Bend County, cause the Contractor's personnel to meet with Fort Bend County and the Engineer to discuss the status of the Project.

13.1.2 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.

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

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13.2.1 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.

13.2.2 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.

13.2.3 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.

13.2.4 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.**

13.3 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

Initials of Bidder: \_\_\_\_\_

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.

13.3.1 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.

13.3.2 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.

13.3.3 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.

#### 13.4 Changes.

13.4.1 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.

13.4.2 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

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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.

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

13.4.4 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.

13.4.5 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.

13.5 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.

13.6 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

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

- 13.7 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.
- 13.8 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.
- 13.9 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.
- 13.10 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

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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.

- 13.11 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.
- 13.12 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.
- 13.13 Equipment. Except as expressly provided herein to the contrary, the Contractor shall furnish (or cause to be furnished) all construction, transportation,

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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.

- 13.14 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.

#### **14.0 TERMINATION:**

- 14.1 Fort Bend County may terminate the Contract if the Contractor:

14.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.

14.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.

14.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.

14.1.4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.

- 14.2 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:

14.2.1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.

14.2.2 Finish the Project by whatever reasonable method Fort Bend County may deem expedient.

- 14.3 Either party may terminate this Contract at any time by providing thirty (30) days written notice.

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- 14.4 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.

**15.0 COMPLETION, TRANSFER, & ACCEPTANCE:**

- 15.1 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.
- 15.2 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.

**16.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:**

- 16.1 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.
- 16.2 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:
- 16.2.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.
- 16.2.2 That an equitable adjustment is made or denied under another provision of this Contract.
- 16.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

**17.0 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

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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.

**18.0 NOTICE**

18.1 All written notices, demands, and other papers or documents to be delivered to Fort Bend County under this Contract shall be delivered to the Sheriff's Office, 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, Suite 719, Richmond, Texas 77469, Attention: County Judge.

18.2 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.

**19.0 RECORDS:**

19.1 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.

19.2 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.

**20.0 SUCCESSORS & ASSIGNS:**

20.1 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.

20.2 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.

20.3 Nothing herein shall be construed as creating any personal liability on the part of

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

**21.0 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.

**22.0 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.

**23.0 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.

**24.0 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.

**25.0 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.

**26.0 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,

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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.

**27.0 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.

**28.0 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.

**29.0 ENCLOSURE:**

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

- Enclosure #1 – Specifications and Plans
- Enclosure #2 – Pricing Form

**30.0 PRICING:** Complete unit pricing form.

**31.0 PROJECT DURATION:**

Bidder agrees, if awarded the contract, to complete all work required by the contract documents **within \_\_\_\_\_ calendar days (maximum 45 days)** after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Sheriff's Office.

**32.0 AWARD:**

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

**33.0 TEXAS ETHICS COMMISSION FORM 1295:**

33.1 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

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Form 1295 online through the State of Texas Ethics Commission website. Please visit: <https://www.ethics.state.tx.us/filinginfo/1295/>

33.2 On-line instructions:

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

33.2.2 Identification number used by the governmental entity is: B21-022.

33.2.3 Description is the title of the solicitation: Construction of Westheimer Parkway Turn Lane.

33.3 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.

**34.0 STATE LAW REQUIREMENTS FOR CONTRACTS:**

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

34.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

34.2 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.

**35.0 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

**36.0 ADDITIONAL REQUIRED FORMS:**

All vendors submitting are required to complete and return with submission:

36.1 Vendor Form

36.2 W9 Form

36.3 Tax Form/Debt/Residence Certification

36.4 Contractor Acknowledgement of Stormwater Management Program

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**Contract Sheet  
Bid 21-022**

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

This memorandum of agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_ (hereinafter designated Contractor).

**(company name)**

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Construction of Westheimer Parkway Turn Lane for Fort Bend County** 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 \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**Fort Bend County, Texas**

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

**By:** \_\_\_\_\_  
**Signature of Contractor**

**By:** \_\_\_\_\_  
**Printed Name and Title**

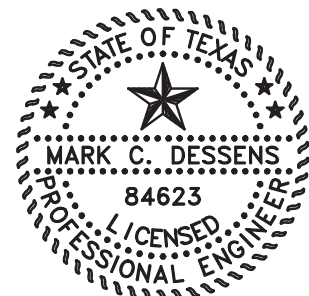
**Westheimer Parkway Left Turn Lane  
for Fort Bend County  
Bid 21-022**

**INDEX OF TECHNICAL SPECIFICATIONS**

Reference Harris County Standard Engineering Design Specifications (2017 revision) where applicable.

**Harris County Specifications**

Item No.	Specification Title
104	Removing Old Concrete
110	Roadway Excavation
162	Sodding for Erosion Control and Stabilization
200	Stripping
205	Subgrade
222	Portland Cement Stabilized Subgrade
360	Concrete Pavement
440	Reinforcing Steel
501	Tree Protection and trimming
530	Concrete Curb, Concrete Curb & Gutter, Sidewalks and Driveways
560	Maintenance and Cleanup of the Project Site
562	Preparing the Right-of-Way
646	Roadside Traffic Sign Supports
649	Wide Angle Prismatic Retroreflective Sheeting for Traffic Control Signs (Diamond Grade)
660	Reflectorized Pavement Markings
661	Traffic Paint (Solvent Based)
662	Glass Reflective Spheres for Traffic Paint
663	Traffic Buttons and Pavement Markers
671	Traffic Control
741	Inlet Protection Barrier (For Stage II Inlets, Gravel Bags)



*Mark C. Dessens* 8/11/2020

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**GENERAL**

1. THE CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS BEFORE BEGINNING CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING SECURITY TO PROTECT THE PROJECT SITE, CONTRACTOR PROPERTY, EQUIPMENT, AND WORK.
3. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING STREETS OF CONSTRUCTION DIRT AND DEBRIS AT CLOSE OF EACH WORK DAY.
4. THE CONDITION OF THE ROAD AND/OR RIGHT-OF-WAY, UPON COMPLETION OF THE JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO STARTING WORK.
5. PRIOR TO CONSTRUCTION, THE CONTRACTOR, ALONG WITH CONCURRENCE FROM THE FIELD ENGINEER, SHALL DETERMINE HIS/HER LAY-DOWN AND/OR STAGING AREA LOCATIONS.
6. THE CONTRACTOR SHALL NOTIFY ALL PROPERTY OWNERS A MINIMUM OF 24 HOURS PRIOR TO BLOCKING DRIVEWAYS OR ENTERING UTILITY EASEMENTS.
7. TRAFFIC INGRESS AND EGRESS FOR DRIVEWAYS AND PEDESTRIAN ACCESS FACILITIES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
8. THE CONTRACTOR SHALL REMOVE ANY FENCES, POSTS, MAILBOXES, PLANTERS, PERMANENT TRASH CONTAINERS, CULVERTS, ETC. OR SECTIONS THEREOF, THAT ENCR OACH WITHIN THE COUNTY'S RIGHT-OF-WAY. NOTE: PRIOR TO CONSTRUCTION, THE PROPERTY OWNER WAS PAID TO RELOCATE OR REPLACE THESE ITEMS OUTSIDE OF THE COUNTY'S RIGHT-OF-WAY. IF THE OWNER HAS FAILED TO DO SO, THE CONTRACTOR WILL REPLACE THEM WITH THE MINIMUM LEVEL OF QUALITY NEEDED TO SECURE THE PROPERTY AND/OR MAINTAIN MAIL DELIVERY. IN THAT CASE, PAYMENT FOR THESE INSTALLATIONS WILL BE INCLUDED AS EXTRA WORK ITEMS OR AS OVERRUNS TO EXISTING PAY ITEMS.  
  
ANY DAMAGE CAUSED BY THE CONTRACTOR TO SUCH ITEMS LOCATED OUTSIDE OF THE COUNTY'S RIGHT-OF-WAY, SHALL BE REPLACED WITH LIKE-KIND OR BETTER AT THE CONTRACTOR'S EXPENSE.  
  
ALSO, IF THESE ITEMS ARE LOCATED WITHIN THE PROJECT RIGHT-OF-WAY AND ARE DESIGNATED TO REMAIN, ANY DAMAGE CAUSED BY THE CONTRACTOR TO SUCH ITEMS, SHALL BE REPLACED WITH LIKE-KIND OR BETTER AT THE CONTRACTOR'S EXPENSE.  
  
TREES, BUSHES, SHRUBBERY AND OTHER DAMAGED PLANTINGS DESIGNATED TO REMAIN SHALL BE REPLACED WITHIN 72 HOURS OF REMOVAL AND ARE TO BE THOROUGHLY WATERED-IN. NO SEPARATE PAY.
9. PAVED SURFACES, PAVEMENT MARKERS AND MARKINGS SHALL BE PROTECTED FROM DAMAGE BY TRACKED EQUIPMENT.
10. IRON RODS DISTURBED DURING CONSTRUCTION ARE TO BE REPLACED BY A REGISTERED PROFESSIONAL LAND SURVEYOR FOR THE ORIGINAL PROPERTY OWNER AT NO SEPARATE PAY.
11. CONSTRUCTION STAKING WILL BE PROVIDED BY THE CONTRACTOR. TWO COPIES OF STAKING NOTES TO BE PROVIDED TO THE ENGINEER PRIOR TO CONSTRUCTION.
12. THE COUNTY OR THE COUNTY'S SURVEYOR SHALL PROVIDE A BENCHMARK OR TEMPORARY BENCHMARK AND SURVEY CONTROLS.
13. THE CONTRACTOR SHALL MAINTAIN UPDATED RED-LINED RECORD DRAWINGS ON SITE FOR INSPECTION BY THE ENGINEER.
14. MOWING, MAINTENANCE, AND CLEAN-UP OF THE PROJECT SHALL MEET THE REQUIREMENT OF SPECIFICATION ITEM 560 (NO SEPARATE PAY). MOWING, MAINTENANCE, AND CLEAN-UP IS REQUIRED FOR THE PROJECT LIMITS AND DURATION, REGARDLESS OF THE CONTRACTOR'S SCOPE OF ACTIVITIES WITHIN THE PROJECT LIMITS.
15. THE REMOVAL OF ANY ABANDONED UTILITIES REQUIRED TO COMPLETE THE WORK SHALL BE INCIDENTAL AND NO SEPARATE PAYMENT SHALL BE MADE.
16. IT IS THE CONTRACTOR'S RESPONSIBILITY TO STOCKPILE NECESSARY MATERIAL ON-SITE OR AT A SECURED OFF-SITE LOCATION AT NO ADDITIONAL EXPENSE TO FORT BEND COUNTY. ANY SUITABLE EXCAVATED MATERIAL ON THE PROJECT WHICH IS AVAILABLE AT THE TIME OF NEED; WHETHER FROM STORM SEWER, ROADWAY, AND/OR CHANNEL EXCAVATION, SHALL BE USED BEFORE BORROW IS BROUGHT ON-SITE.
17. MANHOLES, JUNCTION BOXES, INLETS, AND RISERS ARE TO BE PRE-CAST OR CAST IN PLACE.

**TRAFFIC SIGNAL**

1. ALL ITEMS RELATING TO THE CONSTRUCTION OF TRAFFIC SIGNAL INSTALLATIONS, EXCEPT FOR PUNCHLIST ITEMS, SHALL BE COMPLETED PRIOR TO THE ACTIVATION OF THE SIGNAL SYSTEM(S), UNLESS OTHERWISE REQUIRED BY THE CONTRACT.
2. THE CONTRACTOR SHALL MEET WITH THE FORT BEND COUNTY TRAFFIC SIGNAL MAINTENANCE GROUPS FIELD INSPECTOR, HEREAFTER REFERRED TO AS THE TRAFFIC INSPECTOR, ONE-WEEK PRIOR TO THE DESIRED ACTIVATION OF ANY NEW TRAFFIC SIGNALS. THE CONTRACTOR SHALL OBTAIN VERBAL CONCURRENCE FROM THE TRAFFIC INSPECTOR THAT ADEQUATE PROGRESS HAS BEEN ACHIEVED AND THAT ADEQUATE PREPARATIONS ARE IN PLACE TO SCHEDULE A PRE-"TURN ON" WALK-THROUGH INSPECTION MEETING. IF IN THE OPINION OF THE TRAFFIC INSPECTOR, REQUIRED PROGRESS AND ADEQUATE PREPARATIONS ARE NOT COMPLETE, THE PRE-"TURN ON" WALK-THROUGH INSPECTION MEETING WILL BE POSTPONED TO ALLOW ADEQUATE TIME FOR INCOMPLETE CONSTRUCTION ITEMS AND PREPARATIONS TO BE COMPLETED. AFTER THE CONTRACTOR HAS COMPLETED ALL INCOMPLETE ITEMS AND PREPARATIONS, THE CONTRACTOR SHALL REQUEST THE TRAFFIC INSPECTOR REVIEW AND APPROVE ITEMS PREVIOUSLY IDENTIFIED. IF, IN THE OPINION OF THE TRAFFIC INSPECTOR, ALL ITEMS HAVE BEEN ADDRESSED SATISFACTORILY, THE DATE OF THE PRE-"TURN ON" WALK-THROUGH INSPECTION SHALL BE ESTABLISHED. TIME EXTENSIONS TO THE CONTRACT TIME WILL NOT BE GRANTED FOR DELAYS CAUSED BY INCOMPLETE CONSTRUCTION OR INADEQUATE CONTRACTOR PREPARATIONS REQUIRED TO COMPLETE TRAFFIC SIGNAL SYSTEM WITHIN THE TIMEFRAME SET FORTH IN THE CONTRACT.
3. PRIOR TO ACTIVATING A NEW TRAFFIC SIGNAL, THE CONTRACTOR SHALL REQUEST A PRE-TURN ON WALK-THROUGH INSPECTION MEETING, IN ACCORDANCE WITH ITEM 2. THE PURPOSE OF THE MEETING WILL BE TO ESTABLISH THAT THE TRAFFIC SIGNAL SYSTEM HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT, AND IN A MANNER THAT DOES NOT ADVERSELY IMPACT PUBLIC SAFETY. THIS MEETING SHALL BE ATTENDED BY THE TRAFFIC INSPECTOR, THE ENGINEER OF RECORD, AND THE CONTRACTOR. AS A MINIMUM, ANY DEFICIENCIES THAT ADVERSELY IMPACT PUBLIC SAFETY WILL BE IDENTIFIED FOR CORRECTION PRIOR TO ESTABLISHING THE "TURN ON" DATE FOR THE TRAFFIC SIGNAL SYSTEM. ITEMS THAT HAVE AN IMPACT ON PUBLIC SAFETY INCLUDE, BUT ARE NOT LIMITED TO: PAVEMENT MARKINGS AND SIGNAGE, PROPER AND ACCEPTABLE BONDING OF EARTH GROUNDS, PROPERLY ALIGNED TRAFFIC SIGNALS, FULLY OPERATIONAL VEHICULAR AND PEDESTRIAN DETECTION, COMPLETED CABINET-TO-FIELD WIRING, AND PROPERLY TERMINATED ELECTRICAL SERVICE CONDUCTORS. FAILURE TO ADDRESS THE PUNCHLIST ITEMS IDENTIFIED AS BEING CRITICAL TO PUBLIC SAFETY PRIOR TO THE PRE-TURN ON WALK-THROUGH MEETING WILL RESULT IN THE "TURN ON" BEING POSTPONED TO ALLOW ADEQUATE TIME FOR THE INCOMPLETE ITEMS TO BE COMPLETED. AT SUCH TIME AS MEETING ATTENDEES AGREE THAT THE TRAFFIC SIGNAL HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT, AND THAT THE TRAFFIC SIGNAL, AS IT EXISTS, IS NOT A THREAT TO PUBLIC SAFETY, A "TURN ON" DATE WILL BE ESTABLISHED.
4. THE CONTRACTOR SHALL HAVE 10 DAYS FROM THE DATE THE TRAFFIC SIGNAL SYSTEM IS TURNED ON TO COMPLETE ANY PUNCHLIST ITEMS IDENTIFIED AT THE PRE-"TURN ON" WALK-THROUGH MEETING OR AT THE TIME THE SIGNAL SYSTEM IS ACTIVATED THAT ARE NOT OTHERWISE ADDRESSED PRIOR TO ACTIVATION OF THE TRAFFIC SIGNAL SYSTEM.
5. THE CONTRACTOR'S ATTENTION IS DIRECTED TO STANDARD SPECIFICATION ITEM 1000, TRAFFIC SIGNAL INSTALLATION AND MODIFICATION, WHICH INCLUDES PROCEDURES AND REQUIREMENTS REGARDING ACTIVATION OF TRAFFIC SIGNAL CONTROL SYSTEMS. THE PROJECT MANUAL MAY INCLUDE SPECIAL SPECIFICATIONS AND/OR SPECIAL PROVISIONS RELATED TO PROPOSED TRAFFIC CONTROL SIGNAL SYSTEM INSTALLATION(S) AND MODIFICATION(S) REQUIRING THE CONTRACTOR'S ADHERENCE TO DEFINED CHECKLISTS, PROCEDURES AND/OR REPORTS AT NO ADDITIONAL COST TO THE COUNTY BEYOND THE ESTABLISHED BID ITEMS OF THE CONTRACT.

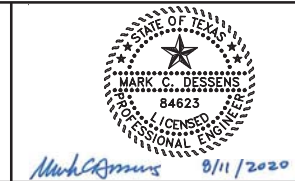
**TRAFFIC CONTROL**

1. THE CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE MOST RECENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND THE APPROVED TRAFFIC CONTROL PLAN.
2. THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC IN EACH DIRECTION DURING WORKING HOURS EXCEPT DURING FLAGGING OPERATION OR PROVIDE DETOURS AROUND THE CONSTRUCTION SITE AND PROVIDE PUBLIC NOTIFICATION.
3. LANE CLOSURES SHALL BE DURING OFF-PEAK HOURS ONLY (MONDAY THROUGH FRIDAY 9 A.M. TO 4 P.M.) UNIFORMED PEACE OFFICERS OR FLAGGERS IN RADIO CONTACT ARE REQUIRED TO DIRECT TRAFFIC DURING LANE CLOSURES.
4. DETOURS REQUIRE PRIOR APPROVAL OF THE FIELD ENGINEER AND PRECINCT. DETOUR PLANS, IF ALLOWED, MUST INCLUDE APPROPRIATE DETOUR SIGNAGE, PUBLIC NOTICE VIA SIGNAGE TWO WEEKS IN ADVANCE STATING THE DATES OF THE AGREED UPON DATE OF CLOSURE AND DATE THE ROAD WILL RE-OPEN TO TRAFFIC. CONTRACTOR TO USE (WITH PRIOR APPROVAL OF THE FIELD ENGINEER) HIGH EARLY STRENGTH CONCRETE AND OTHER RELATED CONSTRUCTION METHODS TO MINIMIZE THE DURATION OF THE DETOUR AND TO ENSURE THAT THE ROADWAY IS OPEN ON, OR PRIOR TO, THE AGREED UPON DATE.
5. ONE DAY PRIOR TO THE IMPLEMENTATION OF A TRAFFIC CONTROL PLAN PHASE OR STEP, OR THE IMPLEMENTATION OF AN ADDITIONAL, REVISED, OR NEW TRAFFIC CONTROL ELEMENT, THE CONTRACTOR SHALL MEET WITH THE ENGINEER TO GIVE A DETAILED DESCRIPTION OF THE CONTRACTOR'S PLAN AND PREPARATIONS. THE CONTRACTOR SHALL OBTAIN WRITTEN CONCURRENCE FROM THE ENGINEER THAT ADEQUATE PROJECT PROGRESS HAS BEEN ACHIEVED AND THAT ADEQUATE PREPARATIONS ARE IN PLACE PRIOR TO SWITCHING TRAFFIC. IF, IN THE OPINION OF THE ENGINEER, REQUIRED PROGRESS AND ADEQUATE PREPARATIONS ARE NOT COMPLETE, THE CONTRACTOR SHALL NOT IMPLEMENT THE NEXT PHASE, STEP, OR ELEMENT OF TRAFFIC CONTROL UNTIL INCOMPLETE CONSTRUCTION ITEMS OR PREPARATIONS ARE COMPLETED. TIME EXTENSIONS WILL NOT BE GRANTED FOR DELAYS CAUSED BY THE INCOMPLETE CONSTRUCTION ITEMS OR INADEQUATE CONTRACTOR PREPARATIONS REQUIRED TO IMPLEMENT TRAFFIC CONTROL.
6. TRAFFIC CONTROL PER THE CONTRACT IS REQUIRED FOR THE ENTIRE DURATION OF THE PROJECT, INCLUDING THE PUNCHLIST PERIOD. PAYMENT FOR TRAFFIC CONTROL THAT IS PROPERLY INSTALLED FOR LESS THAN A FULL MONTH SHALL BE BASED ON A PERCENTAGE BASIS OF THE TIME INSTALLED. TRAFFIC CONTROL PAYMENTS TO THE CONTRACTOR SHALL END 10 DAYS AFTER SUBSTANTIAL COMPLETION, ALTHOUGH PROPER TRAFFIC CONTROL MUST BE MAINTAINED UNTIL PUNCHLIST COMPLETION.
7. THE PURPOSE OF THE CONSTRUCTION SEQUENCE AND TRAFFIC HANDLING OUTLINED HEREIN IS TO DOCUMENT A VIABLE TCP THAT CAN BE UTILIZED TO CONSTRUCT THE PROJECT. IT IS THE BASIS OF ESTIMATION FOR THE TRAFFIC CONTROL BID ITEMS, AND IS TO BE UTILIZED AND IMPLEMENTED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.  
  
IF THE CONTRACTOR CHOOSES TO USE A DIFFERENT TCP, HE/SHE SHALL PREPARE AND SUBMIT THE ALTERNATIVE TCP TO THE COUNTY FOR APPROVAL NO LESS THAN 10 WORKING DAYS PRIOR TO THE PROPOSED IMPLEMENTATION DATE. THE TCP SHALL BE DRAWN TO SCALE AND SIGNED & SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS. UPON APPROVAL BY FORT BEND COUNTY, THE ALTERNATIVE PLAN SHALL BECOME THE BASIS FOR A "CHANGE IN CONTRACT" TO REVISE THE TRAFFIC CONTROL BID ITEMS ACCORDINGLY AND BECOME PART OF THE CONTRACT DOCUMENTS.

APPROVED: J. Stacy Slawinski **08/27/2020**  
 COUNTY ENGINEER DATE  
 J. STACY SLAWINSKI, P.E.

NO.	REVISIONS	DATE	NAME
▲	ORIGINAL STANDARD ISSUED	8-13-19	RWB
▲			
▲			
▲			

**FORT BEND COUNTY  
ENGINEERING DEPARTMENT**



PROJECT TITLE: WESTHEIMER PARKWAY LEFT TURN LANE		
DRAWN BY: INIT	KEY MAP LOCATION: 485T	FBCD STANDARD
CK'D BY: INIT	SHEET DESCRIPTION: PUBLIC WORKS GENERAL NOTES	
SCALE: NONE		SHEET NO: 1/10
DATE: 5/31/17	APPROVED BY:	

J:\1704\1601\Fort Bend County Standards\Fort Bend County STD\FBC GENERAL NOTES\FORT BEND CO GENERAL NOTES.dwg

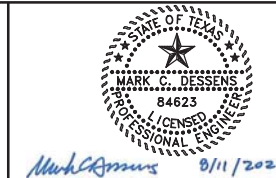
**CONSTRUCTION**

1. FORT BEND COUNTY MUST BE INVITED TO THE PRE-CONSTRUCTION MEETING.
2. CONTRACTOR SHALL NOTIFY FORT BEND COUNTY ENGINEERING DEPARTMENT 48 HOURS PRIOR TO COMMENCING CONSTRUCTION AND 48 HOUR NOTICE TO ANY CONSTRUCTION ACTIVITY WITHIN THE LIMITS OF THE PAVING AT CONSTRUCTION@FORTBENDCOUNTYTX.GOV.
3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FROM FORT BEND COUNTY PRIOR TO COMMENCING CONSTRUCTION OF ANY IMPROVEMENTS WITHIN COUNTY ROAD RIGHT OF WAYS.
4. ALL PAVING IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FORT BEND COUNTY "RULES, REGULATIONS AND REQUIREMENTS" RELATING TO THE APPROVAL AND ACCEPTANCE OF IMPROVEMENTS IN SUBDIVISIONS AS CURRENTLY AMENDED.
5. ALL ROAD WIDTHS, CURB RADII AND CURB ALIGNMENT SHOWN INDICATES BACK OF CURB.
6. A CONTINUOUS LONGITUDINAL REINFORCING BAR SHALL BE USED IN THE CURBS.
7. ALL CONCRETE PAVEMENT SHALL BE 5½ SACK CEMENT WITH A MINIMUM COMPRESSIVE STRENGTH OF 3500 PSI AT 28 DAYS. TRANSVERSE EXPANSION JOINTS SHALL BE INSTALLED AT EACH CURB RETURN AND AT A MAXIMUM SPACING OF 60 FEET.
8. ALL WEATHER ACCESS TO ALL EXISTING STREETS AND DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES.
9. 4"X 12" REINFORCED CONCRETE CURB SHALL BE PLACED IN FRONT OF SINGLE FAMILY LOTS ONLY. ALL OTHER AREAS SHALL BE 6" REINFORCED CONCRETE CURB.
10. AT ALL INTERSECTION LOCATIONS, TYPE 7 RAMPS SHALL BE PLACE IN ACCORDANCE WITH TXDOT PED-18 STANDARD DETAIL SHEET. A.D.A. -HANDICAP RAMPS SHALL BE INSTALLED WITH STREET PAVING AT ALL INTERSECTIONS AND COMPLY WITH CURRENT A.D.A. REGULATIONS.
11. CURB HEADERS ARE REQUIRED AT CURB CONNECTIONS TO HANDICAP RAMPS, WITH NO CONSTRUCTION JOINT WITHIN 5' OF RAMPS.
12. ALL INTERSECTIONS UTILIZING TRAFFIC CONTROL MEASURES SHALL HAVE A.D.A. WHEEL CHAIR RAMPS INSTALLED.
13. GUIDELINES ARE SET FORTH IN THE TEXAS "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", AS CURRENTLY AMENDED, SHALL BE OBSERVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE FLAGMEN, SIGNING, STRIPING AND WARNING DEVICES, ETC., DURING CONSTRUCTION - BOTH DAY AND NIGHT.
14. ALL R1-1 STOP SIGNS SHALL BE A MINIMUM OF 30"X30" WITH DIAMOND GRADE SHEETING PER TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
15. STREET NAME SIGNAGE SHALL BE ON A 9" HIGH SIGN FLAT BLADE W/REFLECTIVE GREEN BACKGROUND. STREET NAMES SHALL BE UPPER AND LOWERCASE LETTERING WITH UPPERCASE LETTERS OF 6" MINIMUM AND LOWERCASE LETTERS OF 4.5" MINIMUM. THE LETTERS SHALL BE REFLECTIVE WHITE. STREET NAME SIGNS SHALL BE MOUNTED ON STOP SIGN POST.
16. A BLUE DOUBLE REFLECTORIZED BUTTON SHALL BE PLACED AT ALL FIRE HYDRANT LOCATIONS. THE BUTTON SHALL BE PLACED 12 INCHES OFF OF THE CENTERLINE OF THE STREET ON THE SAME SIDE AS THE HYDRANT.
17. 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, REQUIREMENTS AND SPECIFICATIONS OF FORT BEND COUNTY OR ANY PROVISION OF THIS PROJECT SHALL BE CONSTRUED TO IMPLY AN ACCEPTANCE OF SUCH WORK OR TO RELIEVE THE CONTRACTOR OF ANY OF ITS OBLIGATIONS HEREUNDER.
18. STABILIZED SUBGRADE: DETERMINE THE THICKNESS OF THE STABILIZED SUBGRADE AFTER CURING AND COMPACTION. IF THE SUBGRADE DEPTH IS GREATER THAN THE PROPOSED THICKNESS BY 20% OR MORE, THE CMT LAB MUST PROVIDE VERIFICATION THE PERCENTAGE OF MATERIAL BEING USED TO STABILIZE THE SUBGRADE MEETS OR EXCEEDS PROJECT REQUIREMENTS. TEST RESULTS REQUIRED.

NOTE: FORT BEND COUNTY NOTES SUPERSEDE ANY CONFLICTING NOTES.

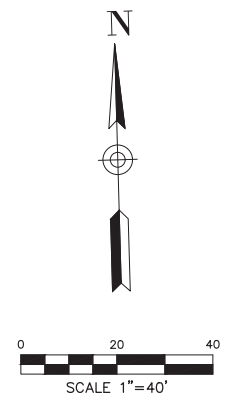
NO.	REVISIONS	DATE	NAME
▲	ORIGINAL STANDARD ISSUED	12-4-19	RWB
▲			
▲			
▲			

**FORT BEND COUNTY  
ENGINEERING DEPARTMENT**

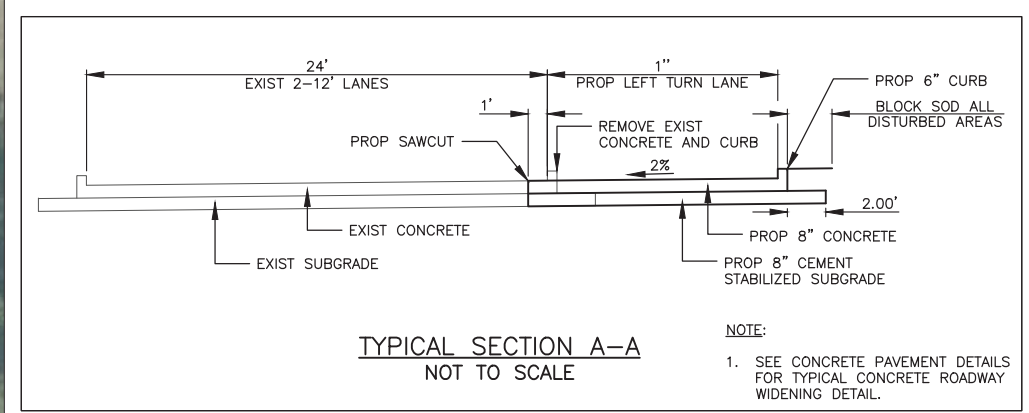


PROJECT TITLE: WESTHEIMER PARKWAY LEFT TURN LANE		
DRAWN BY: <b>INIT</b>	KEY MAP LOCATION: 485T	FBCED STANDARD
CK'D BY: <b>INIT</b>	SHEET DESCRIPTION: <b>CONSTRUCTION GENERAL NOTES</b>	
SCALE: <b>NONE</b>		SHEET NO:
DATE: <b>5/31/17</b>	APPROVED BY:	<b>2/10</b>

Aug 14, 2020 - 9:54am T:\2\_Projects\300703.00 Fort Bend County 2017 Bend Program\15 - Westheimer Parkway\Plan\DWG\Production\Westheimer Parkway Plan.dwg 3-09 Aerial



**NOTE:**  
1. EXISTING IRRIGATION SYSTEM TO BE ADJUSTED BY OTHERS.



**TYPICAL SECTION A-A**  
NOT TO SCALE

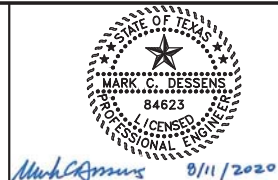
**NOTE:**  
1. SEE CONCRETE PAVEMENT DETAILS FOR TYPICAL CONCRETE ROADWAY WIDENING DETAIL.

NO.	REVISIONS	DATE	NAME

FORT BEND COUNTY  
ENGINEERING DEPARTMENT

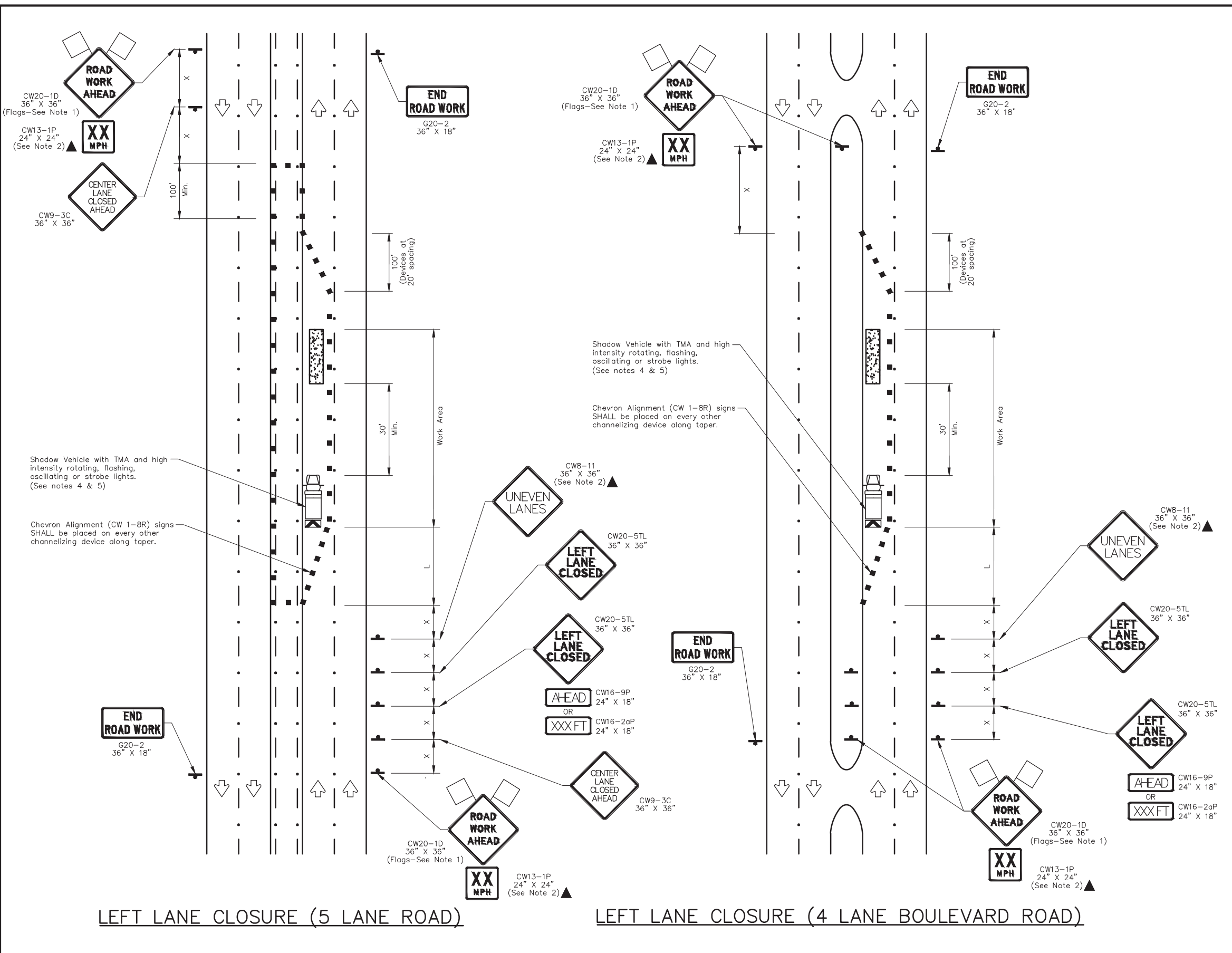


**SPI**  
SCHAUMBURG & POLK, INC.  
BEAUMONT | HOUSTON | TERRELL | TYLER  
11767 Katy Freeway, Suite 900  
Houston, TX 77079  
281.920.0487  
Firm Registration No. F-520



PROJECT TITLE: WESTHEIMER PARKWAY LEFT TURN LANE		SHEET NO: 3/10
DRAWN BY: DAM	KEY MAP LOCATION: 485T	
CK'D BY: EKD	SHEET DESCRIPTION: PLAN	APPROVED BY:
SCALE: 1" = 40'	DATE: 8/11/2020	

J:\Engineering Specs\Harris County Standard Traffic Drawings-Master file\8-18-2017 STANDARD TRAFFIC DRAWINGS\5-TRAFFIC CONTROL PLAN\TCP-LL.dwg



**TRAFFIC CONTROL PLAN SECTION SHALL BE COMPLETED BY ENGINEER**

ROADWAY	POSTED SPEED	TAPER LENGTH	SPACING CHANNELIZING DEVICES		SIGN SPACING	BUFFER SPACE
			TAPER	TANGENT		

**LEGEND**

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths "L"			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	L = WS <sup>2</sup> / 60	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40	L = WS	265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50	L = WS	500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60	L = WS	600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70	L = WS	700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

\* Conventional Roads Only  
 \*\* Taper lengths have been rounded off.  
 L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

**GENERAL NOTES**

- Flags attached to signs where shown are OPTIONAL.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol are OPTIONAL.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- Contractor shall provide and install traffic control devices in conformance with part VI of Texas Manual on Uniform Traffic Control Devices (TMUTCD - Latest edition with revisions) during construction.
- No lanes shall be blocked from 7am to 9am and 4pm to 6:30pm Monday thru Friday.
- Off duty police officers/flaggers are required to direct traffic when applicable. If project is within 400 feet from a signalized intersection, the Contractor shall contact Harris County Engineering Department, Traffic Signal Maintenance at (713) 881-3210 five (5) days prior to the start of construction.

NO.	REVISIONS	DATE	NAME

**HARRIS COUNTY ENGINEERING DEPARTMENT**

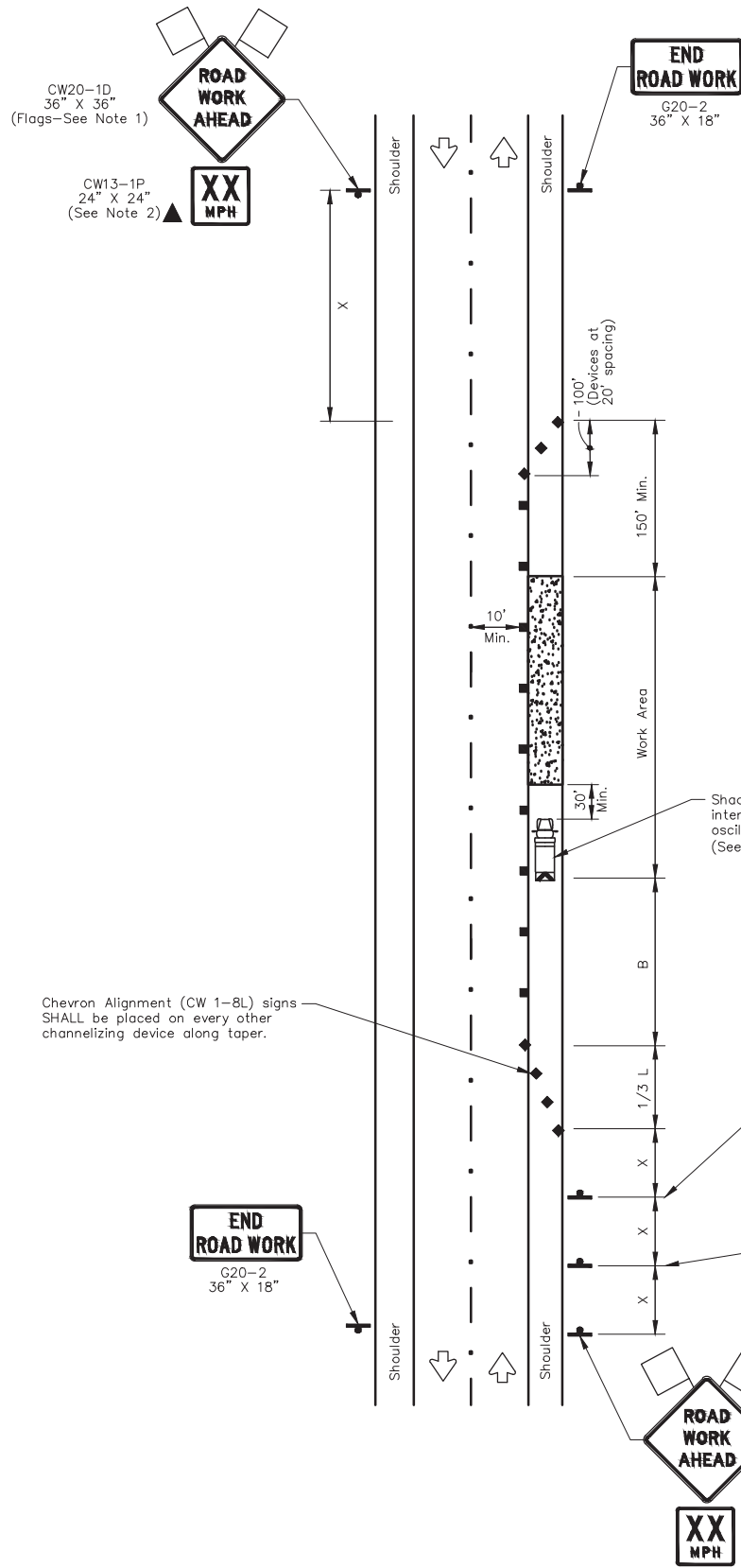


**SPI**  
 SCHAUMBURG & POLK, INC.  
 BEAUMONT | HOUSTON | TERRELL | TYLER  
 11767 Katy Freeway, Suite 900  
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 281.920.0487  
 Firm Registration No. F-520

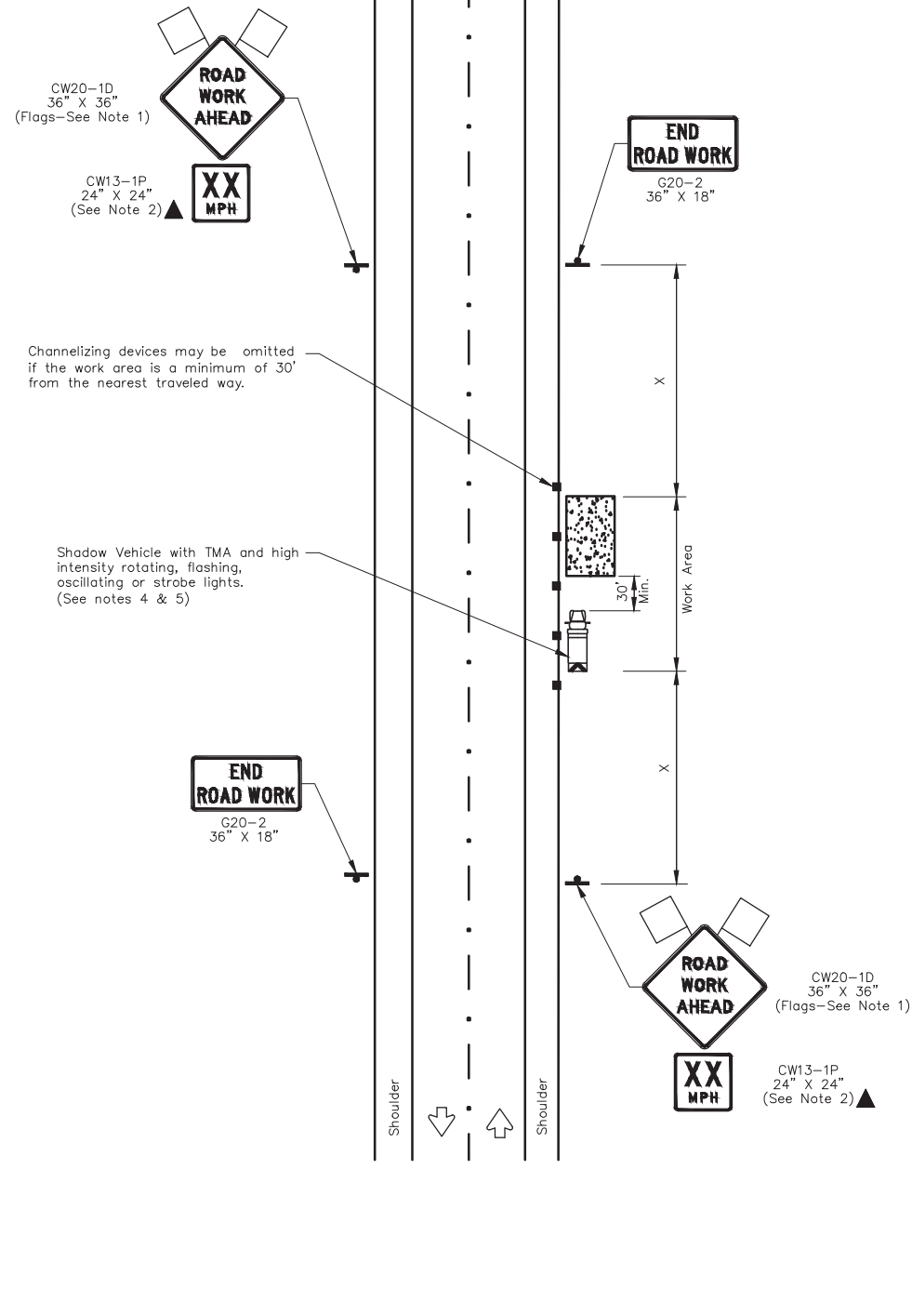


PROJECT TITLE: WESTHEIMER PARKWAY LEFT TURN LANE		TRAFFIC STANDARD
KEY MAP LOCATION: 485T		TCP-LL
SHEET DESCRIPTION: TRAFFIC CONTROL PLAN		
DRAWN BY: BSH	(LEFT LANE CLOSURE)	DATE: 8/18/17
CK'D BY: BSH	SCALE: NONE	SHEET NO: 4/10

J:\Engineering Specs\Harris County Standard Traffic Drawings-Master file\8-18-2017 STANDARD TRAFFIC DRAWINGS\5-TRAFFIC CONTROL PLAN\TCP-SW.dwg



WORK SPACE ON SHOULDER



WORK SPACE NEAR SHOULDER

Channelizing devices may be omitted if the work area is a minimum of 30' from the nearest traveled way.

Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. (See notes 4 & 5)

Chevron Alignment (CW 1-8L) signs SHALL be placed on every other channelizing device along taper.

Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. (See notes 4 & 5)

TRAFFIC CONTROL PLAN SECTION SHALL BE COMPLETED BY ENGINEER

ROADWAY	POSTED SPEED	TAPER LENGTH	SPACING CHANNELIZING DEVICES		SIGN SPACING	BUFFER SPACE
			TAPER	TANGENT		

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths "L"			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
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70	L = WS	700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

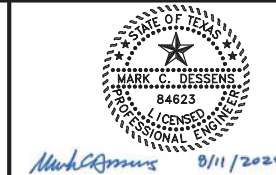
\* Conventional Roads Only  
 \*\* Taper lengths have been rounded off.  
 L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

GENERAL NOTES

- Flags attached to signs where shown are OPTIONAL.
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- No lanes shall be blocked during construction.
- If project is within 400 feet from a signalized intersection, the Contractor shall contact Harris County Engineering Department, Traffic Signal Maintenance at (713) 881-3210 five (5) days prior to the start of construction.

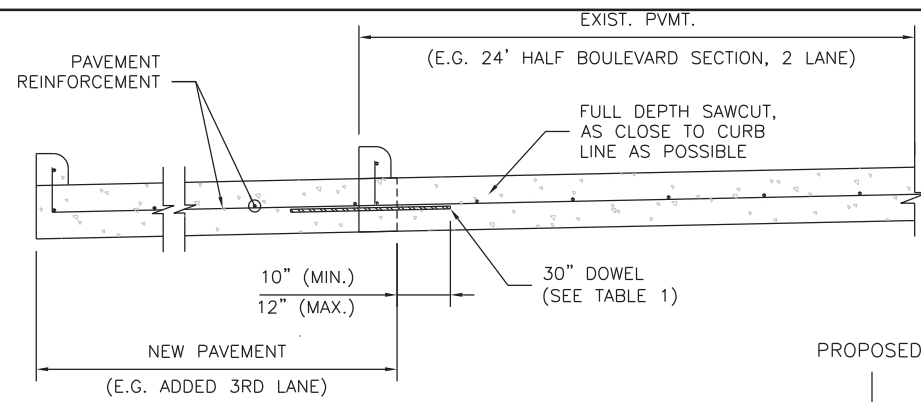
NO.	REVISIONS	DATE	NAME

HARRIS COUNTY ENGINEERING DEPARTMENT



PROJECT TITLE: WESTHEIMER PARKWAY LEFT TURN LANE		TRAFFIC STANDARD
KEY MAP LOCATION: 485T		TCP-SW
SHEET DESCRIPTION: TRAFFIC CONTROL PLAN (SHOULDER WORK)		DATE: 8/18/17
DRAWN BY: BSH	SCALE: NONE	SHEET NO: 5/10

J:\1704\1601\Fort Bend County Standards\Fort Bend County STD\DONE\FBC CONCRETE PAVEMENT DETAILS\CONCRETE\_PAVEMENT\_DETAILS-1of2.dwg

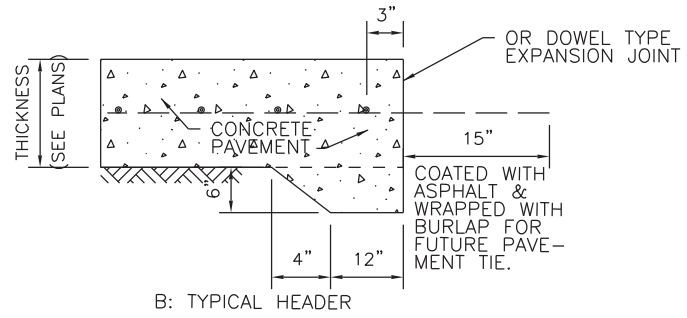
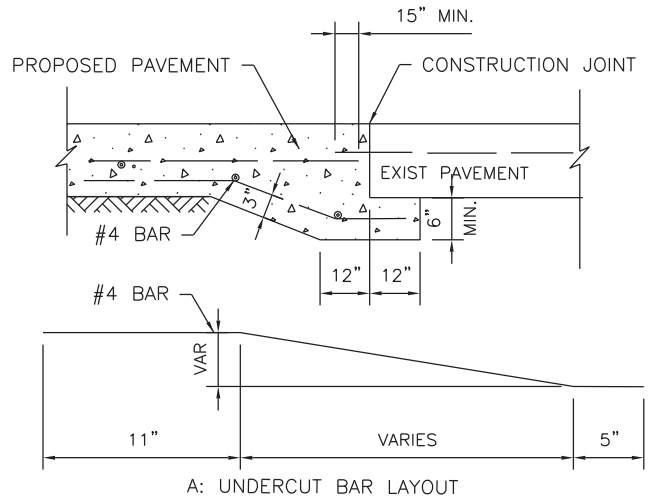


**TYPICAL CONCRETE ROADWAY WIDENING DETAIL**  
SCALE: 1" = 1'-6"

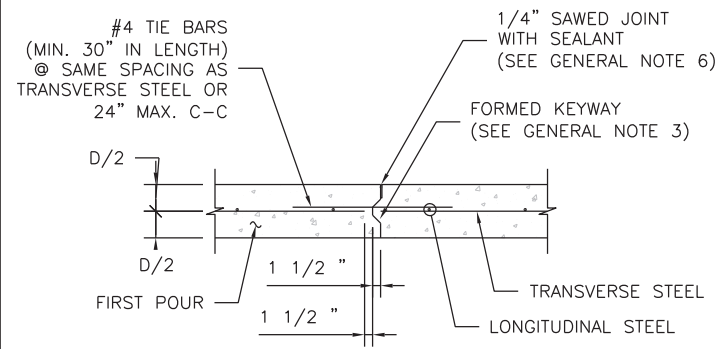
**TABLE 1  
(CONSTRUCTION JOINT DOWELS)**

DOWEL SIZE	PAVEMENT DEPTH
#5 BAR	7"
#6 BAR	≥ 8"

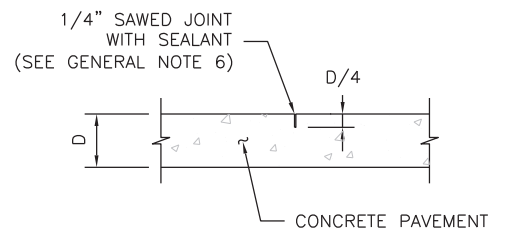
DOWEL SHALL BE DRILLED INTO EXISTING PAVEMENT (MIN. 10", MAX. 12") AND EPOXIED. (SEE ITEM 361.3)



**PAVEMENT HEADER/ UNDERCUT**  
N.T.S.

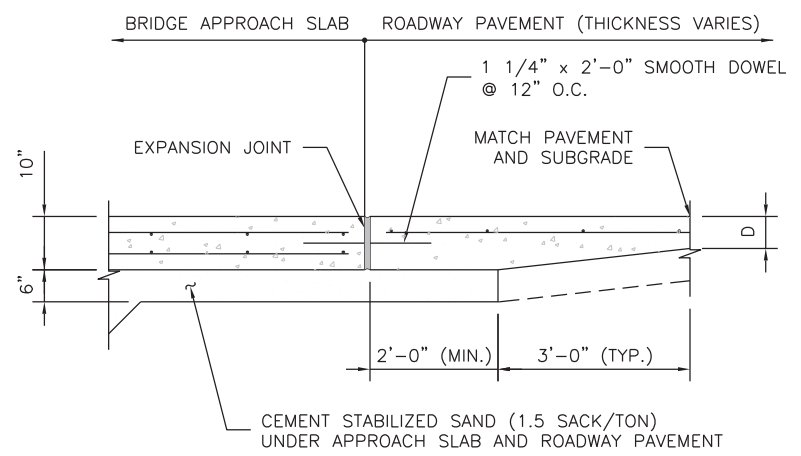


**LONGITUDINAL CONSTRUCTION JOINT**  
SCALE: 1" = 1'-6"



**CONTRACTION JOINT (SAWED)**  
SCALE: 1" = 1'-6"

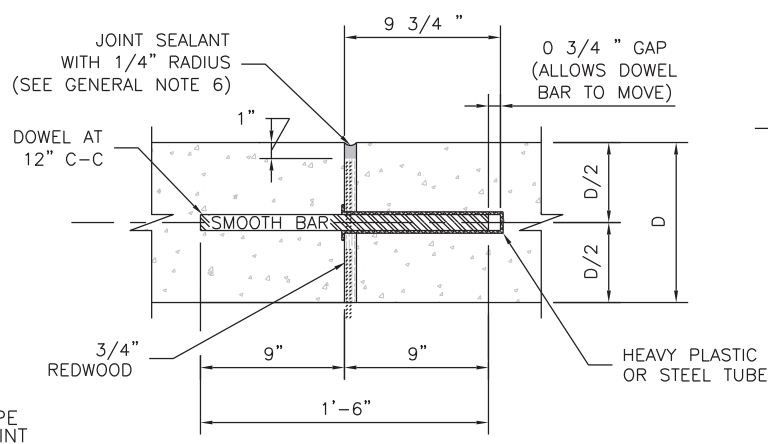
**NOTE FOR CONTRACTION JOINT:**  
1. 20'-0" MAXIMUM SPACING BETWEEN JOINTS.



**TYPICAL SECTION PAVING TIE-IN TO BRIDGE APPROACH SLAB**  
SCALE: 1" = 1'-6"

**EXPANSION JOINT DOWELS**

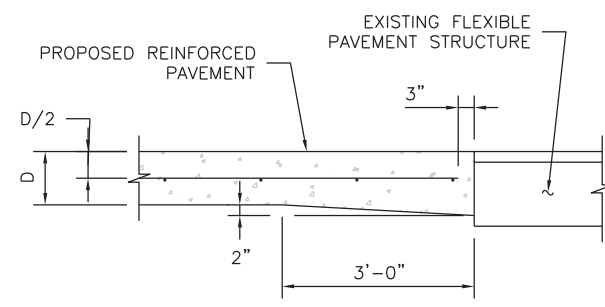
PAVEMENT THICKNESS (D)	DOWEL DIA.
6"	3/4"
7"	1"
8"	1"
9" & 10"	1 1/4"



**DOWEL TYPE EXPANSION JOINT**  
SCALE: 1" = 6"

**NOTES FOR DOWEL EXPANSION JOINT:**

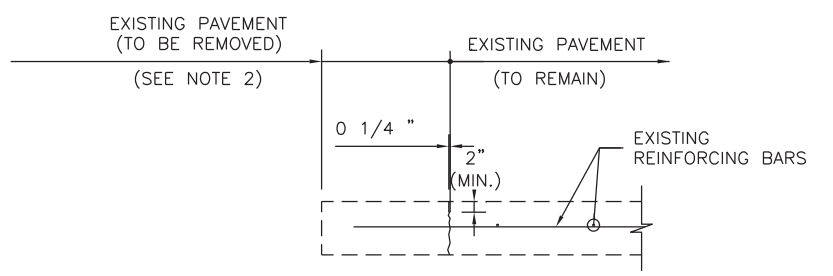
- EXPANSION JOINT SHALL BE PLACED AT THE END OF EACH CURB RADIUS AND SPACED AT A MAXIMUM DISTANCE OF 60 FEET.
- CENTER DOWEL HORIZONTALLY ON JOINT.
- EXPANSION JOINT BARS SHALL BE HELD PARALLEL TO THE FINISHED CONCRETE SURFACE.



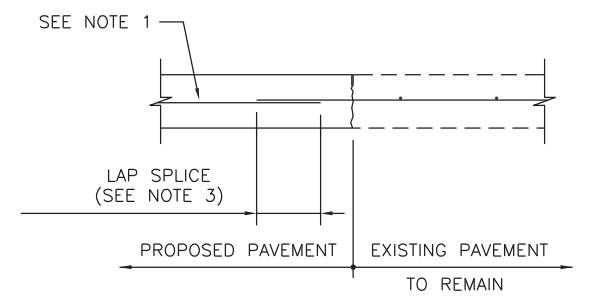
**TYPICAL PAVING HEADER**  
SCALE: 1" = 1'-6"

**NOTES FOR PAVING HEADER:**

- ADDITIONAL CONCRETE FOR PAVING HEADER SHALL BE CONSIDERED INCIDENTAL TO VARIOUS PAVING BID ITEMS.
- DISTURBED MATERIAL IN THE FLEXIBLE PAVEMENT WILL BE BACKFILLED WITH ASPHALT CONCRETE PAVEMENT (ACP). THE ACP WILL BE CONSIDERED INCIDENTAL TO VARIOUS PAVING BID ITEMS.



**STEP 1 DEMOLITION OF EXISTING PAVEMENT**



**STEP 2 CONSTRUCTION OF NEW PAVEMENT**

**CONCRETE TO CONCRETE STANDARD PAVEMENT TIE-IN**  
SCALE: 1" = 1'-6"

**NOTES FOR STANDARD PAVEMENT TIE-IN:**

- REINFORCING CENTERED IN PROPOSED PAVEMENT, 3" CLEAR AT EDGES.
- ONLY FULL DEPTH SAWCUTS WILL BE ALLOWED
- USE FULL DEPTH SAWCUT WITH DRILLED IN DOWELS (AS SHOWN IN THE "TYPICAL CONCRETE ROADWAY WIDENING DETAIL" ON THIS SHEET. THE SAWCUTTING AND DOWELS WILL BE AT CONTRACTOR'S EXPENSE.
- ALL PAVEMENT CONCRETE SHALL BE 5 1/2 SACK PER CY, 3500, PSI AT 28 DAYS

**GENERAL NOTES:**

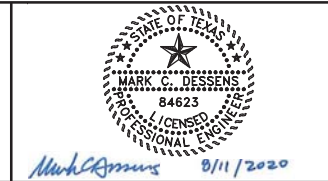
- FOR FURTHER INFORMATION REGARDING THE PLACEMENT OF CONCRETE AND REINFORCING, REFER TO THE GOVERNING SPECIFICATION ITEM 360 "CONCRETE PAVEMENT".
- THE CHAIRS USED TO SUPPORT THE BAR MATS SHALL BE OF SUFFICIENT STRUCTURAL QUALITY AND NUMBER TO HOLD THE MAT WITHIN THE PLACEMENT HEIGHT, AND SHALL BE OF A TYPE APPROVED BY THE ENGINEER. SPACING OF BAR SUPPORT CHAIRS SHALL BE 3'-0" MAXIMUM.
- SAWED CONTRACTION JOINTS SHALL BE USED FOR LONGITUDINAL JOINTS WHEREVER MORE THAN ONE LANE WIDTH IS PLACED IN A SINGLE POUR. KEYED CONSTRUCTION JOINTS SHALL BE USED AT ALL OTHER JOINTS.
- ALL SAW CUTTING SHOWN ON THIS DETAIL SHALL BE INCIDENTAL TO ITEM 360 "CONCRETE PAVEMENT".
- D = THICKNESS OF CONCRETE PAVEMENT.
  - FOR DEVELOPMENT PROJECTS SEE REGULATIONS OF FORT BEND COUNTY, TEXAS FOR THE APPROVAL AND ACCEPTANCE OF INFRASTRUCTURE.
- JOINT SEALANT SHALL CONFORM TO THE REQUIREMENTS OF ITEM 360 "CONCRETE PAVEMENT".
- NO TRAFFIC ON CONCRETE PAVEMENT UNTIL 7 DAYS CURE TIME AND 3,500 PSI HAS BEEN REACHED.

NO.	REVISIONS	DATE	NAME
1	ORIGINAL STANDARD ISSUED	8-13-19	RWB
2	INSERT FBC DETAIL 007	1-6-20	RWB

**FORT BEND COUNTY ENGINEERING DEPARTMENT**

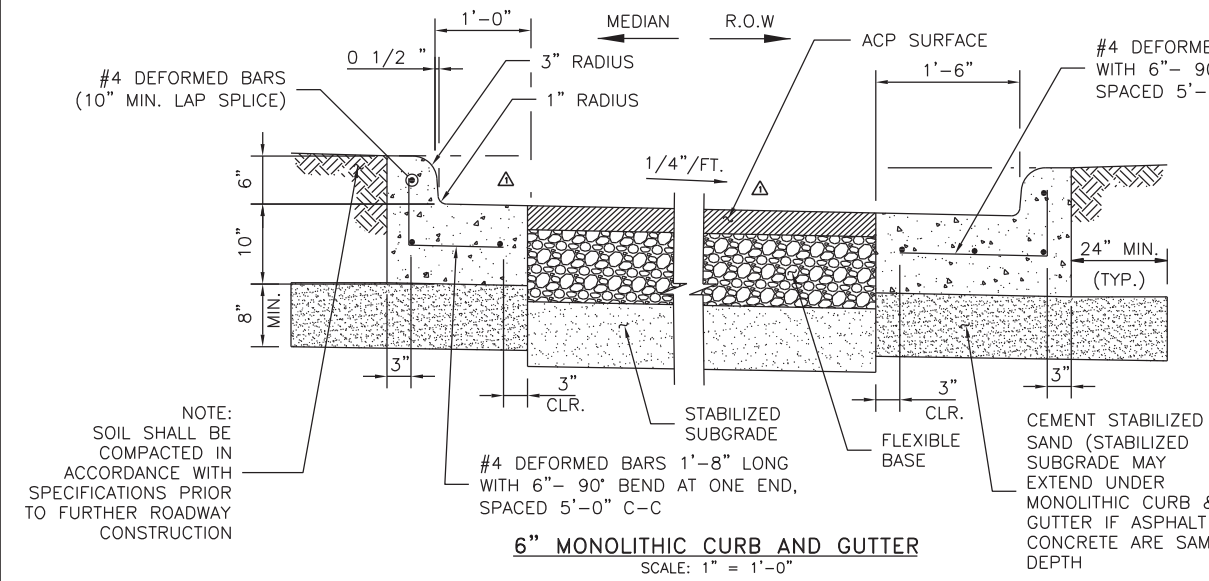


**SPI**  
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Firm Registration No. F-520

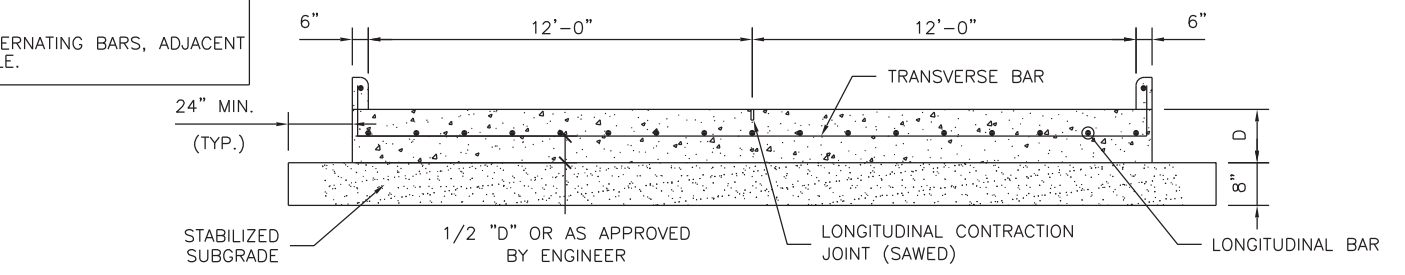
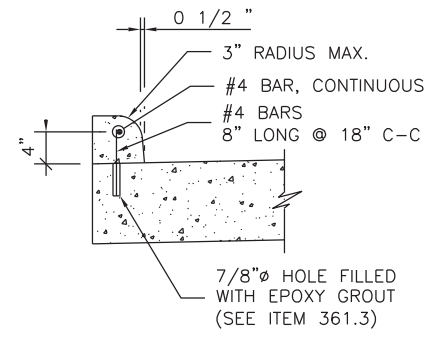
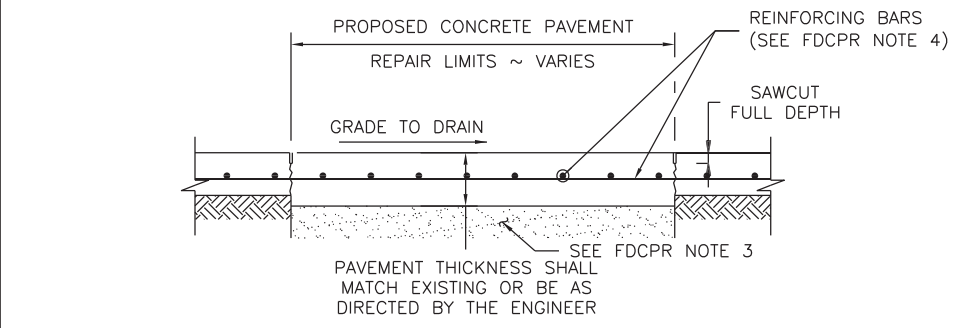
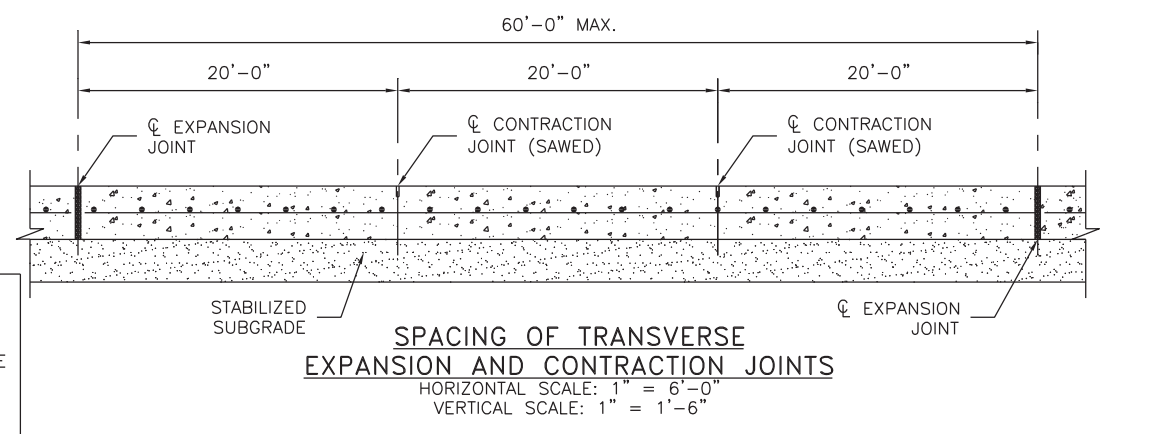


PROJECT TITLE: WESTHEIMER PARKWAY LEFT TURN LANE		
DRAWN BY: INIT	KEY MAP LOCATION: 485T	FBCD STANDARD
CK'D BY: INIT	SHEET DESCRIPTION: CONCRETE PAVEMENT DETAILS	
SCALE: AS NOTED	SHEET 1 OF 2	SHEET NO: 6/10
DATE: 5/31/17	APPROVED BY:	

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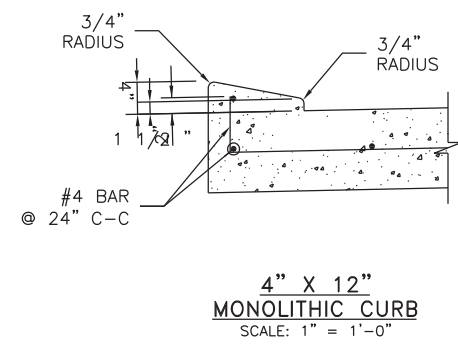
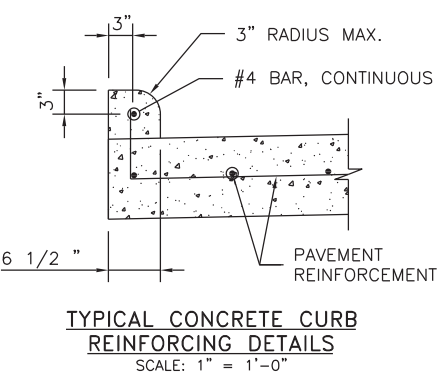
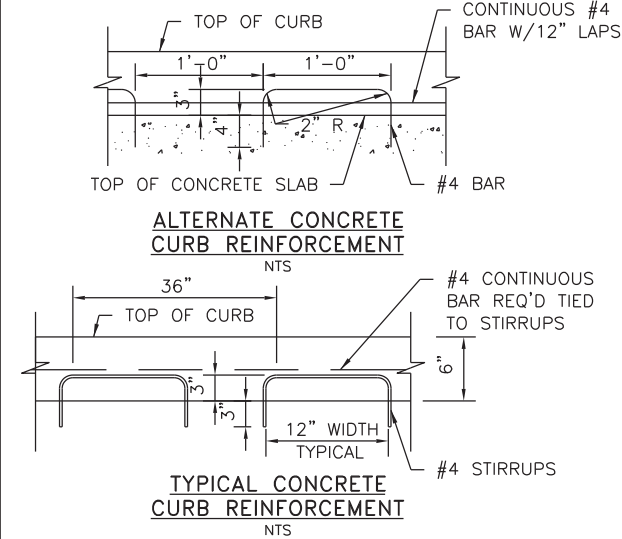
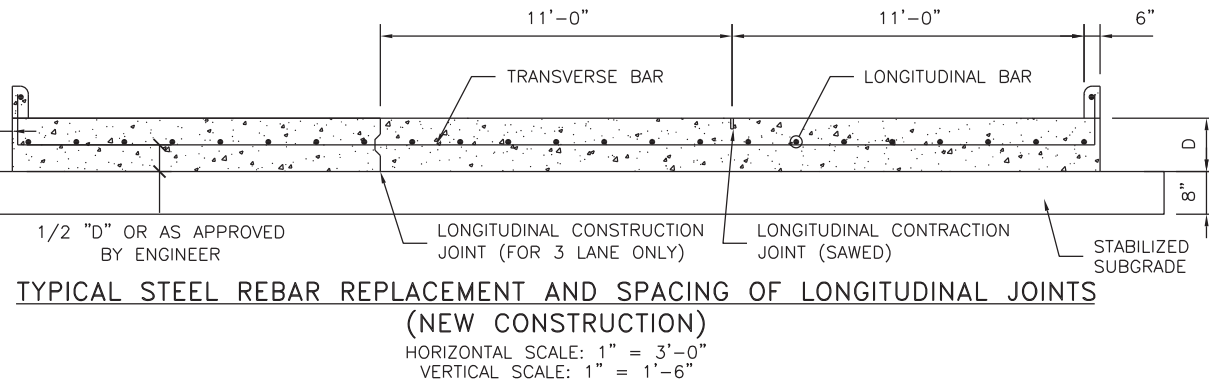
- SLAB AND REBAR NOTES:**
- TYPICAL SLAB THICKNESS D=8"
  - TYPICAL REBAR SIZE AND SPACING ARE:
    - #4 BAR @ 18" C-C LONGITUDINAL
    - #4 BAR @ 18" C-C TRANSVERSE
  - REBAR SIZE FOR PAVEMENT LESS THAN 8" THICK
    - #4 BAR @ 24" C-C LONGITUDINAL
    - #4 BAR @ 24" C-C TRANSVERSE
  - REBAR SHALL NOT BE PLACED WITHIN 3" FROM THE EDGE OF PAVEMENT.
  - TYPICAL STABILIZED SUBGRADE THICKNESS IS 8 INCHES.
  - FOR HEAVY INDUSTRIAL TRAFFIC, SLAB THICKNESS AND REBAR SIZE AND SPACING WILL BE AS PER GEOTECHNICAL RECOMMENDATION.
  - ALL BENT BARS SHALL BE GRADE 40 STEEL, ALL OTHER SHALL BE GRADE 60.
  - MINIMUM LAP SPLICE 16".
  - LAP SPLICES SHOULD BE ON ALTERNATING BARS, ADJACENT LAP SPLICES ARE NOT ACCEPTABLE.



- FULL DEPTH CONCRETE PAVEMENT REPAIR (FDCPR) NOTES:**
- ONLY FULL DEPTH SAWCUTS WILL BE ALLOWED
  - EXISTING CONCRETE VERTICAL FACES SHALL BE CLEANED OF ALL DELETERIOUS LOOSE MATERIAL PRIOR TO CONCRETE PLACEMENT.
  - FOR REPAIR/REPLACE AREAS, A 8" DEPTH BASE SHALL BE REMOVED AND REPLACED WITH CEMENT STABILIZED SAND PER ITEM 433.
  - REINFORCEMENT OF 9"-10" THICK CONCRETE PAVEMENT SHALL BE NO. 5 BARS AT 18" SPACING IN EACH DIRECTION. REINFORCEMENT FOR PAVEMENT 8" THICK SHALL BE NO. 4 BARS AT 24" IN EACH DIRECTION.

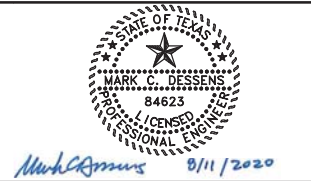
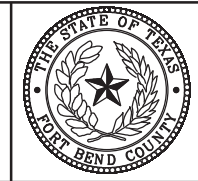
**CONCRETE DOWELED ON CURB FOR CONCRETE OR ASPHALT PAVEMENT**  
SCALE: 1" = 1'-0"

- NOTES FOR CURB:**
- AT EACH PAVEMENT CONTRACTION JOINT, PROVIDE A 1/4" THICK PRE-MOLDED EXPANSION JOINT AT THE FULL WIDTH AND HEIGHT OF THE CURB.
  - FOR EACH PAVEMENT EXPANSION JOINT, THE PRE-MOLDED EXPANSION JOINT FILLER MATERIAL SHALL BE THE FULL WIDTH AND HEIGHT OF THE CURB.

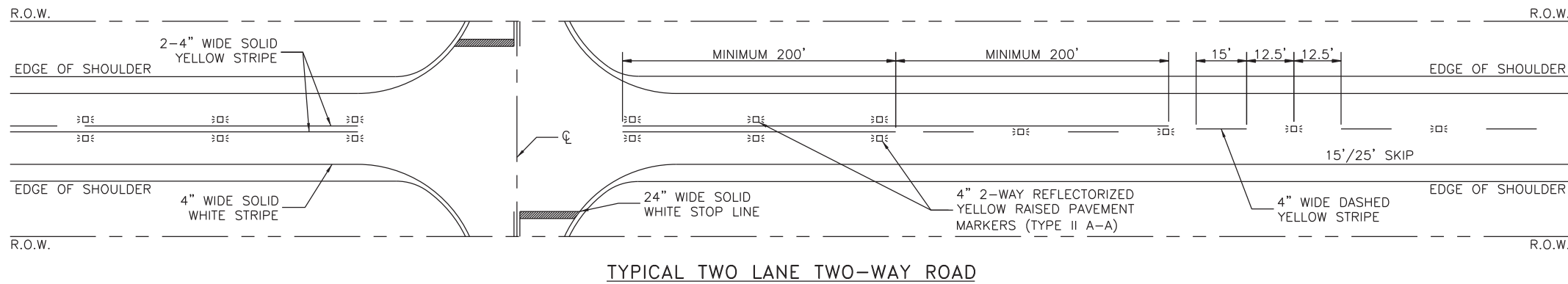


NO.	REVISIONS	DATE	NAME
1	ORIGINAL STANDARD ISSUED	8-13-19	RWB
2	CONCRETE CURB REINFORCEMENT DETAIL	1-20-20	RWB

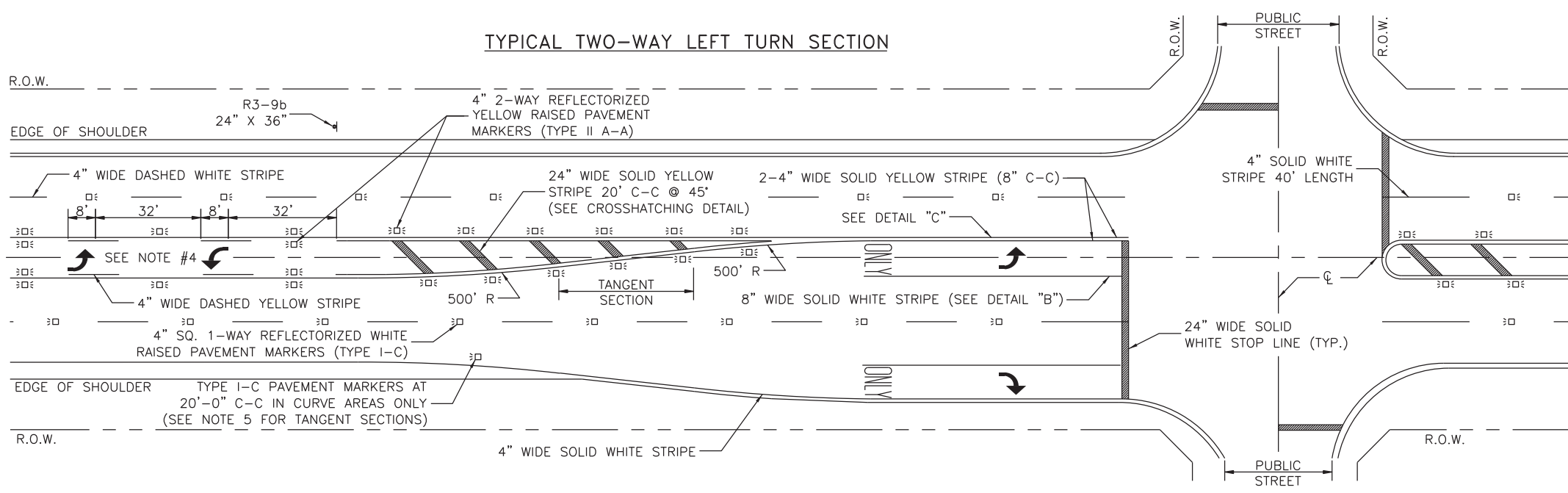
**FORT BEND COUNTY ENGINEERING DEPARTMENT**



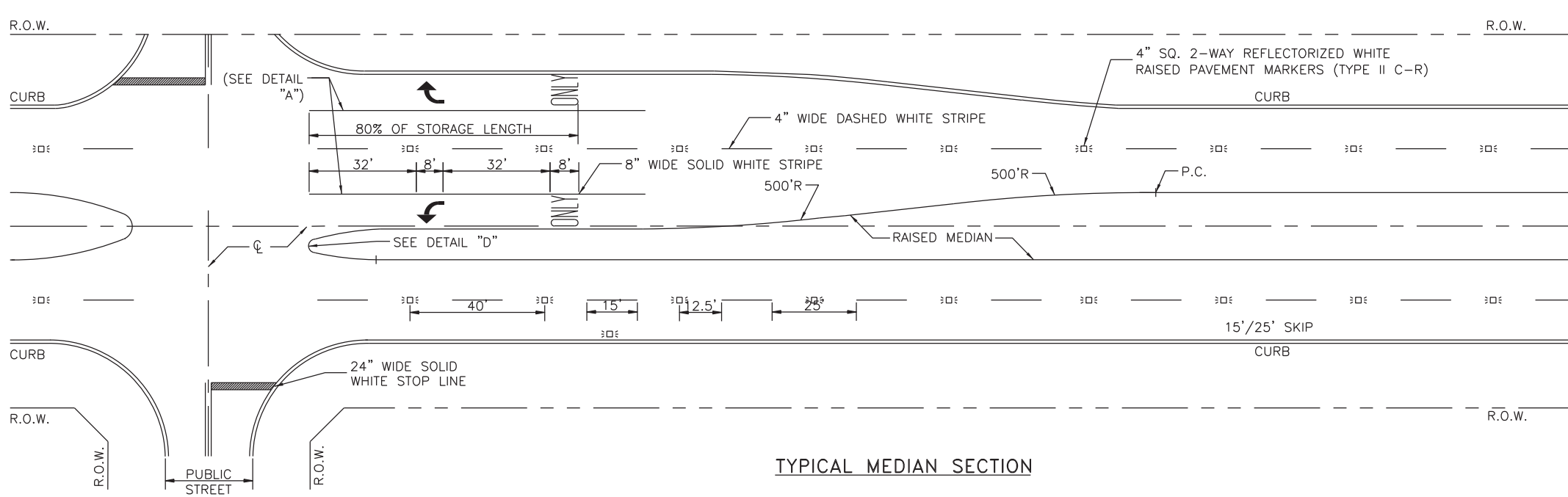
PROJECT TITLE: WESTHEIMER PARKWAY LEFT TURN LANE		FBCD STANDARD
DRAWN BY: INIT	KEY MAP LOCATION: 485T	
CK'D BY: INIT	SHEET DESCRIPTION: CONCRETE PAVEMENT DETAILS	SHEET NO: 7/10
SCALE: AS NOTED	SHEET 2 OF 2	
DATE: 5/31/17	APPROVED BY:	



TYPICAL TWO LANE TWO-WAY ROAD



TYPICAL TWO-WAY LEFT TURN SECTION

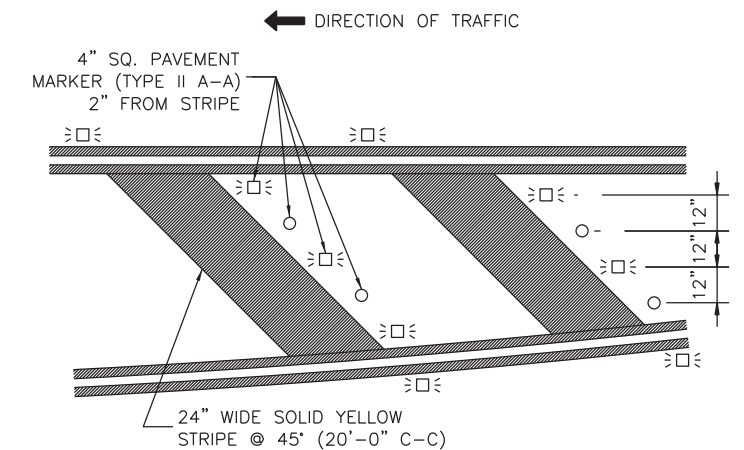


TYPICAL MEDIAN SECTION

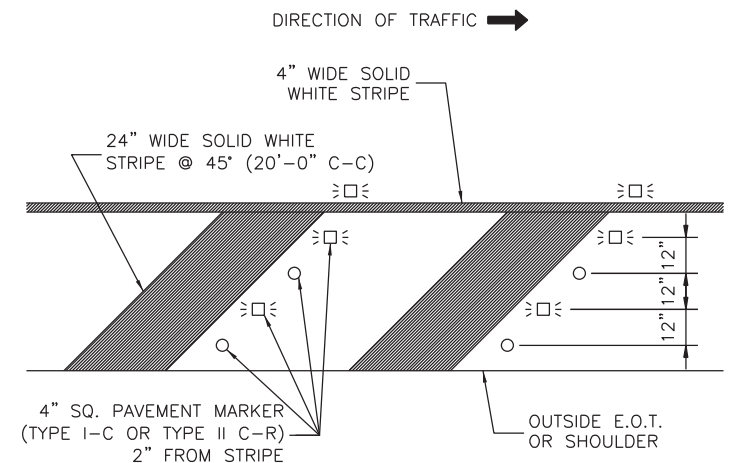
NOTES:

1. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (TMUTCD).
2. ALL TRAFFIC BUTTONS AND MARKERS SHALL BE INSTALLED ADJACENT TO STRIPES (APPROXIMATELY 2").
3. REPEAT ARROWS AT APPROXIMATELY 1000' INTERVALS WITHIN TWO-WAY LEFT TURN SECTION.
4. WITHIN A TANGENT SECTION THE TYPE I-C PAVEMENT MARKERS SHALL BE PLACED AT 40' C-C ON ROADWAYS WITHOUT CURB AND GUTTERS.
5. WHEN PAVEMENT MARKINGS EXTEND INTO OR CONTINUE THROUGH AN INTERSECTION AREA, THEY SHALL BE THE SAME COLOR AND AT LEAST THE SAME WIDTH AS THE LINE MARKINGS THEY EXTEND.
6. WHEN CROSSWALK MARKINGS ARE USED WITHIN AN ESTABLISHED SCHOOL ZONE AREA, CONTINENTAL TYPE MARKINGS SHALL BE USED.
7. ADDITIONAL SET OF "WORD" AND "ARROW" PAVEMENT MARKINGS SHALL BE USED WHEN TURN LANE STORAGE LENGTH IS 160 FEET OR GREATER.

CROSSHATCHING DETAIL



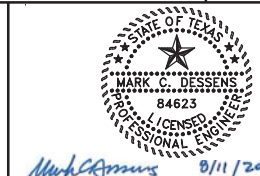
OUTSIDE EDGE CROSSHATCHING DETAIL



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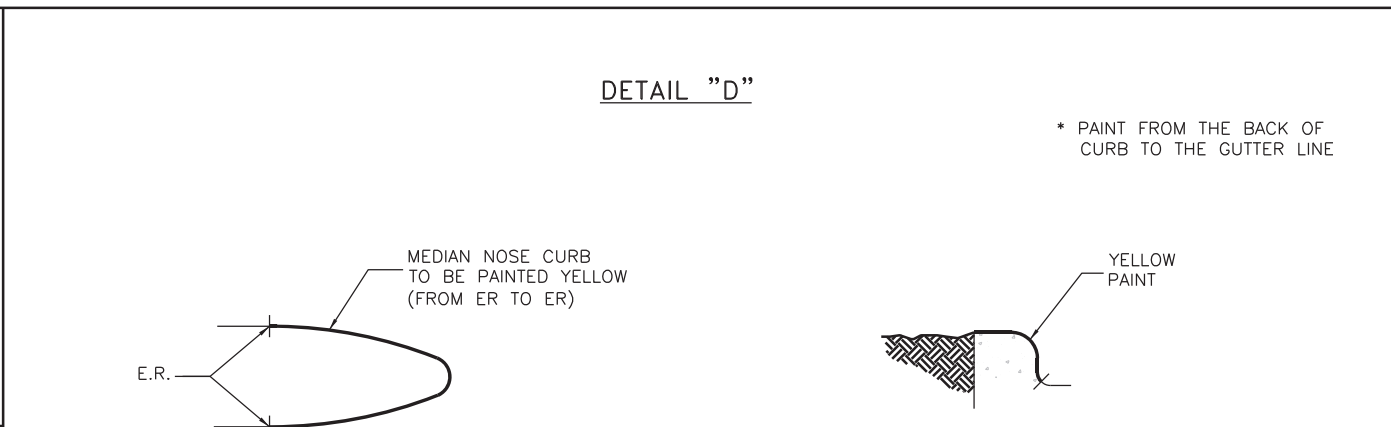
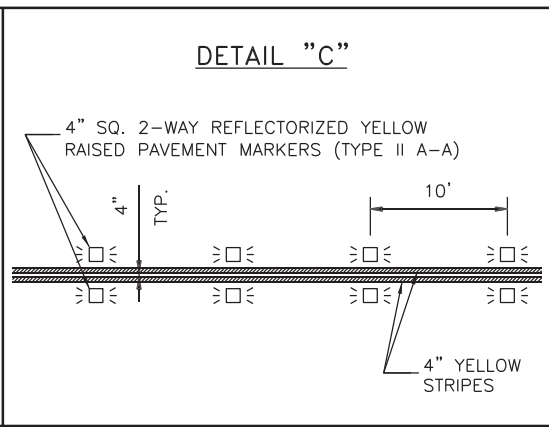
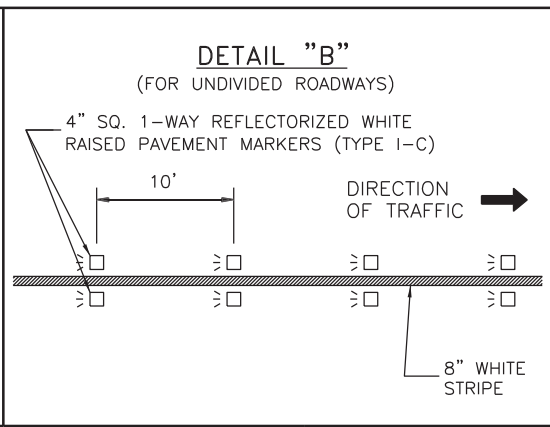
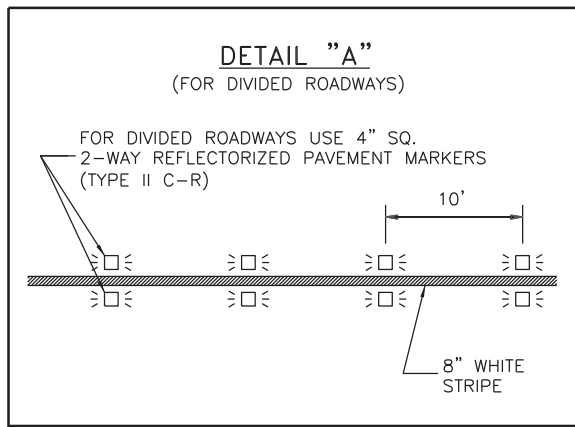
NO.	REVISIONS	DATE	NAME
1	ORIGINAL STANDARD ISSUED	8-13-19	RWB
2			
3			
4			

FORT BEND COUNTY  
ENGINEERING DEPARTMENT



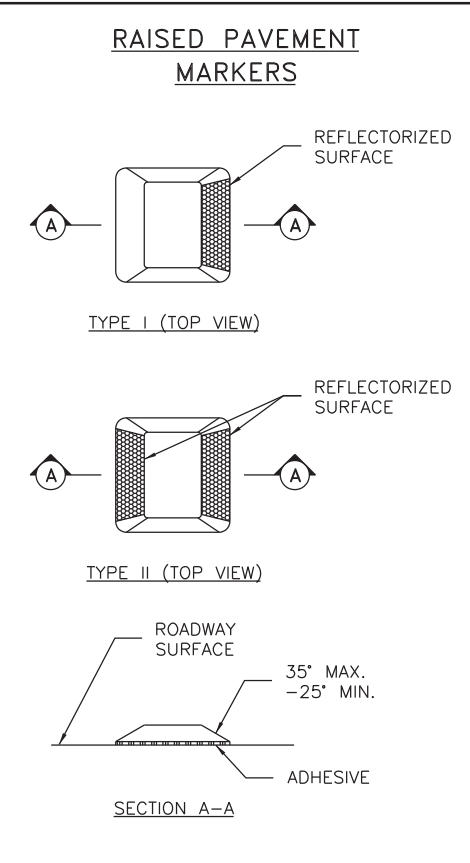
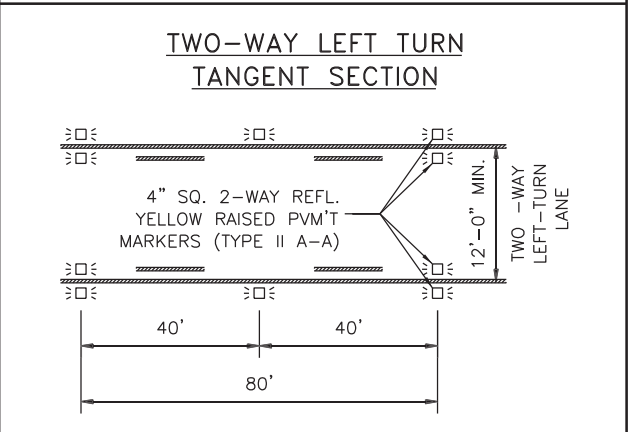
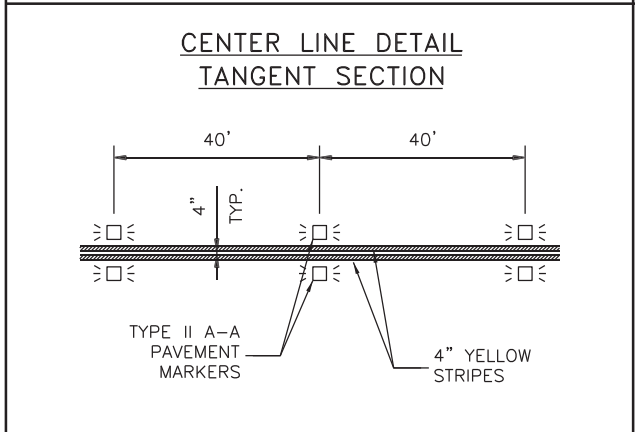
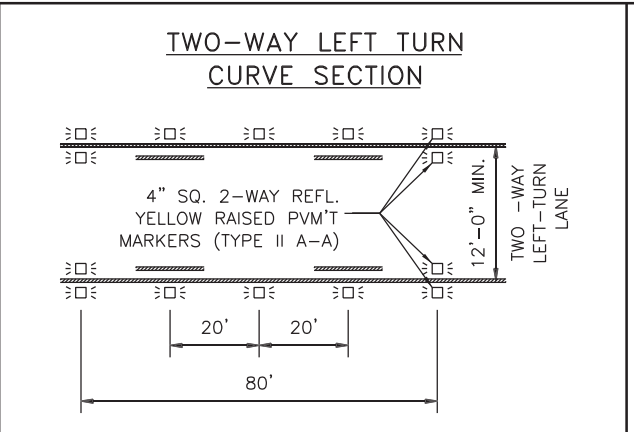
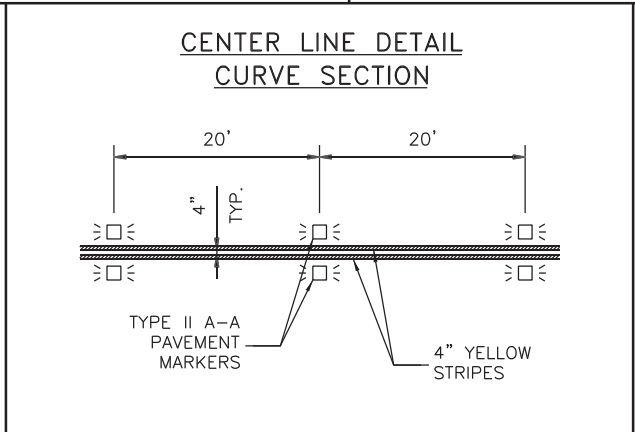
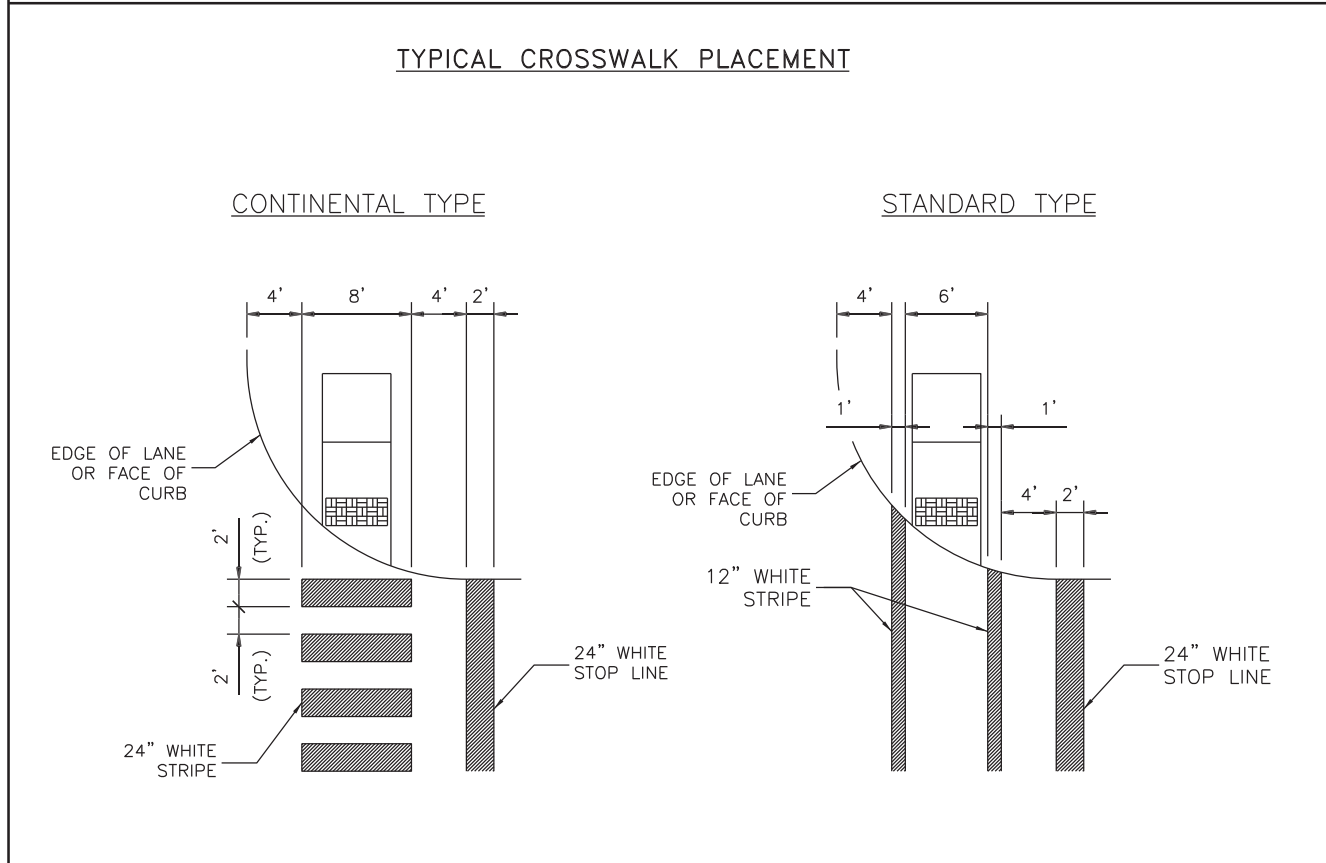
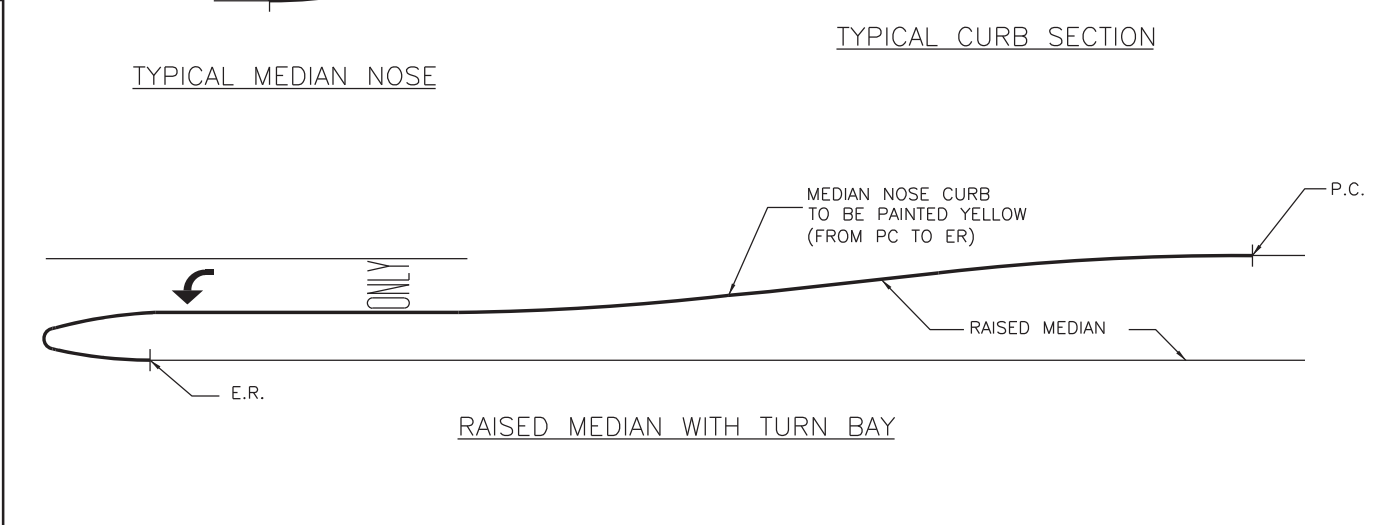
PROJECT TITLE: WESTHEIMER PARKWAY LEFT TURN LANE		FBCD STANDARD
DRAWN BY: INIT	KEY MAP LOCATION: 485T	
CK'D BY: INIT	SHEET DESCRIPTION: PAVEMENT MARKING DETAILS	SHEET NO: 8/10
SCALE: NONE	SHEET 1 OF 2	
DATE: 5/31/17	APPROVED BY:	

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### PAVEMENT MARKER LEGEND

SYMBOL	DESCRIPTION
⊳□⊲	4" x 4" REFLECTORIZED RAISED PAVEMENT MARKER
□⊲	INDICATED DIRECTION OF TRAFFIC FLOW

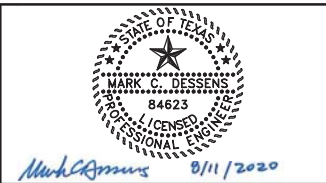


NO.	REVISIONS	DATE	NAME
1	ORIGINAL STANDARD ISSUED	8-13-19	RWB
2			
3			
4			

# FORT BEND COUNTY ENGINEERING DEPARTMENT



**SPI**  
SCHAUMBURG & POLK, INC.  
BEAUMONT | HOUSTON | TERRELL | TYLER  
11767 Katy Freeway, Suite 300  
Houston, TX 77079  
281.920.0487  
Firm Registration No. F-520



PROJECT TITLE: WESTHEIMER PARKWAY LEFT TURN LANE		FBCED STANDARD
DRAWN BY: INIT	KEY MAP LOCATION: 485T	
CK'D BY: INIT	SHEET DESCRIPTION: PAVEMENT MARKING DETAILS	SHEET NO: 9/10
SCALE: NONE	SHEET 2 OF 2	
DATE: 5/31/17	APPROVED BY:	



**BID 21-022**

Vendor: \_\_\_\_\_

**A. SITE PREPARATION AND EXCAVATION ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
1	104	Remove Old Concrete (Pavement With Curb, incl full depth sawcut)	SY	48		
2	110	Roadway Excavation	CY	192		
3	501	Tree protection and trimming	LS	1		
4	562	Preparing Right-Of-Way	LS	1		
<b>SUBTOTAL SITE PREPARATION AND EXCAVATION ITEMS</b>						

**B. PAVEMENT ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
5	222	Portland Cement Stabilized Subgrade (8" Depth)	SY	384		
6	222	Cement (6% By Dry Weight)	TON	8		
7	360	8" Concrete Pavement	SY	323		
8	530	6" Reinforced Concrete Curb	LF	274		
<b>SUBTOTAL PAVEMENT ITEMS</b>						

**C. SIGNING AND STRIPING ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
9	660	ReflectORIZED Pavement Markings Type I (Thermoplastic) 8" White/Solid - Furnish & Applied	LF	127		
10	660	ReflectORIZED Pavement Markings Type I (Thermoplastic) Arrow - Furnish & Applied	EA	1		
11	660	ReflectORIZED Pavement Markings Type I (Thermoplastic) Word - Furnish & Applied	EA	1		
12	660	Painted Curb (Yellow)	LF	274		
13	663	Raised ReflectORIZED Pavement Markers (Type II-C-R)	EA	26		
<b>SUBTOTAL SIGNING AND STRIPING ITEMS</b>						

**D. TRAFFIC CONTROL ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
14	671	Traffic Control Plan	LS	1		
<b>SUBTOTAL TRAFFIC CONTROL ITEMS</b>						

**E. STORM WATER POLLUTION PREVENTION ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
15	162	Sodding Strip for Erosion Control (Various Widths)	SY	120		
16	741	Inlet Protection Barrier (Stage 2, With Fiber Rolls) - Furnish, Install, And Remove	EA	1		
<b>SUBTOTAL STORM WATER POLLUTION PREVENTION ITEMS</b>						

<b>TOTAL BID PRICE (ITEM A THROUGH ITEM E)</b>	
--	--



**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

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

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

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

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

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

## Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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



**Mandatory Form**



**Contractor Acknowledgement of Stormwater 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:

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(Company/Contractor)

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

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Contractor Signature

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Date

---

Printed Name

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Title