INVITATION TO BID - COURTHOUSE LANDSCAPING 2023-04

Howard County, TX is accepting sealed bid proposals from qualified bidders for Courthouse Landscaping.

Specifications may be obtained from Jackie Olson in the Auditor's Office, 300 S. Main, Room 203, Big Spring, TX or by calling (432) 264-2210. You may also visit our website at www.co.howard.tx.us.

A pre-bid walk-through will be held April 10, 2023 at 10:00 A.M. on south side of the Courthouse. A large scale of plans will be available for viewing. Baldomar Cortez will be available to discuss existing landscaping irrigation and lawn sprinkler system.

Eligible bids must be submitted on the form provided by the County. Bids must be sealed and identified on the exterior of the envelope as "Courthouse Landscaping" and must be received by 10:00 A.M. on Friday, April 21, 2023 in the office of the County Auditor, Jackie Olson, 300 S Main, Room 203. Bids will be opened at that time.

Work is to begin within two weeks of bid approval. All work is to be completed within four to five weeks.

Bids will be presented to the Commissioners' Court at 3:30 P.M. on Monday, April 24, 2023 for their consideration. Project will be paid for out of current County funds.

Scope of work:

- Fencing barrier required on south side of Courthouse around staging area.
- Traps required to cover ground or parking area before material placement in staging area.
- Lawn traffic areas for landscaping required to be covered with 3/4" poly wood to protect lawn.
- Remove all existing landscaping and prep all new landscaping area per plans.
- Remove all existing landscape irrigation systems.
- Move existing sprinkler system for lawn irrigation to the outside edge of new landscaping curb as needed.

Install Per Plans:

- 1. New irrigation drip system in landscaping area as needed.
- 2. Stamped concrete curb edging with color. Stamped design and color to be determined upon bid approval.
- 3. 6841 square feet 1½" to 2" Trail Mix Rock

875 square feet – 1½" to 2" Limestone Rock

7 Large Boulders

14 Medium Boulders

4 BNB Crape Myrtles

6 – 15 Gal Nellie Stevens

12 – 15 Gal. Magnificent Hawthorn

24 - 15 Gal. Nandina

Two Break Areas

Limestone brick edge shoulder course around Flagstone with mortar.

Limestone park benches to match existing benches on corner of Courthouse lawn.

All bids to include:

- Labor, trip fees, and disposal fees
- Performance bonds
- Payment bond

All work performed to be according to standard practices and current conditions. Materials, labor, and equipment to be provided by bidder unless otherwise noted.

The Court reserves the right to reject any or all bids or to accept the bid deemed to serve the best interest of the County.

NOTICE TO BIDDERS

- 1. Bids are to be submitted on this form. Each bid shall be placed in an envelope, sealed and properly identified with the bid title and delivered to the County Auditor's Office before the hour and date specified. Late bids will not be considered under any circumstances.
- 2. Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit price shall govern.
- 3. Within 30 days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid or proposal and prior to commencement of the actual work, the bidder shall furnish a performance bond to the county for the full amount of the contract if the contract exceeds \$100,000.00. Payment bond is required prior to commencement of the work if the contract exceeds \$25,000.00 per Texas Government Code Title 10 Chapter 2253.021.
- 4. The awarded bidder must provide proof of required insurance prior to commencement of the project (see Exhibit A).
 Unless otherwise noted, bid prices must be firm for acceptance 60 days from opening date of bid.
- 5. Bidders' attention is directed to the Texas Government Code Title 10 Chapter 2258 Prevailing wage rates. All wage rates must meet the minimum shown on the attached Exhibit B. To ensure compliance Howard County will request a random payroll from both the general contractor and sub-contractors if applicable.
- 6. The County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in bid. If it is determined that tax was included in the bid, it will not be included in the tabulation or any awards and will be deleted from subsequent invoices.
- 7. Bids cannot be altered or amended after opening time. Any alterations made before opening time must be signed by the bidder or his agent. No bid can be withdrawn after the opening time without approval of the Commissioners' Court based on reasonable acceptable reason.
- 8. The County will evaluate the bids and make awards for supplies, materials, services and equipment on the basis of the lowest and best bid, which meet the specifications.
- 9. The County reserves the right to accept or reject all or any part of any bid and award the bid to best serve the interest of the County.
- 10. Any catalog, brand name or manufacturer's reference used in the bid is descriptive—not restrictive (unless so noted). It is intended to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, bids must show manufacturer, brand, model, etc. of articles offered. If other than brand specified is offered, complete descriptive information of each article being bid must be included with bid. Articles delivered that are determined by the County not to be of equal or comparable quality of the requested articles shall be picked up by the vendor at no expense to the County.
- 11. All items bid must be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated on the bid.
- By signing and executing this bid, the bidder certifies and represents to the County that bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing

- of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this bid.
- 13. Bidder further certifies and represents that bidder has not violated any State, Federal, Local Law regulations or ordinance relating to bribery, improper influence, collusion, discrimination or other similar crimes and all items or services provided or delivered under and awarded shall conform hereto.
- 14. All equipment shall be new, factory fresh, unless otherwise specified. Awarded bid will be paid for with current county funds.

| BID SUBMITTED BY: | |
|-------------------|-----------------------------|
| NAME: | |
| TITLE: | Se 1,35% g |
| TELEPHONE NO: | |
| ADDRESS: | |
| | THOUSE LANDSCAPING: |
| | SIGNATURE OF OWNER OR AGENT |

Types and Amounts of Insurance Required

The Contractor shall obtain and continuously maintain in effect at all times during the term hereof, at the Contractor's sole expense, insurance coverage as follows with limits not less that those set forth below:

1. <u>Commercial General Liability</u>: This policy shall be occurrence-type policy and shall protect the Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Contractor's employees) and damage to property of the County or others arising out of the act or omission of the Contractor or its agents and employees. This policy shall include completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment). Coverage limits shall not be less than:

| \$1,000,000.00 | General Aggregate |
|----------------|---|
| \$1,000,000.00 | Products Completed Operations |
| \$1,000,000.00 | Personal & Advertising Injury |
| \$1,000,000.00 | Each Occurrence |
| \$ 100,000.00 | Fire Damage (any one fire) (if not included in General Aggregate) |

2. <u>Business Automobile Liability</u>: This policy shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage limits shall not be less than:

\$1,000,000.00 Combined Single Limit

3. Workers' Compensation and Employer's Liability: If the Contractor hires any employees, the Contractor shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the Contractor against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

| Statutory Amount | Workers' Compensation |
|------------------|---|
| \$500,000.00 | Employer's Liability, Each Accident |
| \$500,000.00 | Employer's Liability, Disease – Each Employee |
| \$500,000.00 | Employer's Liability, Disease – Policy Limit |

EXHIBIT A

- A Contractor shall, at all times during the term hereof, maintain such insurance coverage as may be required by County. All such insurance, including renewals, shall be subject to the approval of County for adequacy of protection and evidence of such coverage shall be furnished to County on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of Work under this Agreement without thirty (3 0) calendar days prior written notice to County. Completed Certificates of Insurance shall be filed with County prior to the performance of services hereunder, provided however, that Contractor shall at any time upon request, file duplicate copies of the policies of such insurance with County.
- If in the judgment of County, prevailing conditions warrant the provision by Contractor of additional liability insurance coverage or coverage which is different in kind, County reserves the right to require the provision by Contractor of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Contractor fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following County's written notice, this Agreement shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

General Conditions

The following condition shall apply to all insurance policies obtained by Contractor for the purpose of complying with this Agreement:

- 1) Named Insureds: All insurance policies required herein shall be drawn in the name of Contractor, with County, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.
- 2) Waiver of Subrogation: Contractor shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against County, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.
- 3) Certificates of Insurance: At or before the time of execution of this Agreement,

Contractor shall furnish County's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to County not less than thirty (30) days advance notice inwriting of cancellation, non-renewal, or material change in the policy of insurance. In addition, Contractor and insurance company shall immediately provide written notice to County's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations, or alterations shall be furnished to:

County Engineer at 3604 Old Colorado CityRd, Big Spring Texas 79720.

- 4) Contractor's Liability: The procurement of such policy of insurance shall not be construed to be a limitation upon Contractor's liability or as a full performance on its part of the indemnification provisions of this Agreement. Contractor's obligations are, notwithstanding any policy of insurance, for the full and total amount 6 f any damage, injury, or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.
- 5) <u>Subcontractors' Insurance:</u> Contractor shall cause each Subcontractor and Sub-Sub-Contractor of Contractor to purchase and maintain insurance of the types and in the amounts specified below. Contractor shall require Subcontractors and Sub-Subcontractors to furnish copies of certificates of insurance to the County Engineer evidencing coverage for each Subcontractor and Sub-Subcontractor.

HOWARD COUNTY, TEXAS COUNTY JUDGE 300 S. MAIN ST., BIG SPRING, TX 79720 (432) 264-2202 FAX (432) 264-2238

CONTRACT

STATE OF TEXAS COUNTY OF HOWARD

WHEREAS, the attached "Bid Package" which includes the Invitation to Bid, General Conditions/Instructions, Specifications, Bid Submittal Form, and Bid Sheet(s) for the work being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.023; and

WHEREAS, the Howard County Commissioners' Court as the governing body of Howard County did on ______ award a contract to _____ (Contractor/Bidder) For furnishing the materials, equipment, supplies and/or services in quantities and at prices set forth in the attached Bid Package; and

THEREFORE, knowing all men by these present, that this contract is entered into by Howard County, Texas (hereinafter called "County") and the undersigned Contractor (hereinafter called "Contractor" or "Bidder").

WITNESSETH

THAT IN ACCORDANCE with the attached Bid Package in every particular, the Contractor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate purchase orders in accordance with the items of said Bid Package which is made a part of this contract and incorporated herein for all purposes.

- (a) If the contract is for the construction of public works or is under a contract exceeding \$100,000, the bid specifications or request for proposals may require the bidder to furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in this state.
- (b) Within 30 days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid or proposal and prior to commencement of the actual work, the bidder or proposal offeror shall furnish a performance bond to the county, if required by the county, for the full amount of the contract if that contract exceeds \$50,000. This subsection does not apply to a performance bond required to be furnished by Chapter 2253 (Public Work Performance and Payment Bonds), Government Code.

| Contact Name/Title | | | |
|--------------------|--------------------------------|----------------|--|
| Mailing Address | | | |
| City | State | Zip Code | |
| Signature of Comp | any Official Authorizing Bid/O | ffer | |
| Printed Name | 1 | | |
| Phone | Fax | E-mail Address | |

^{**}Failure to sign the contract page(s) may disqualify the bid from being considered by the Commissioners Court. However, this contract is not valid until awarded in Commissioners' Court and signed by both parties.



You have 2 new alerts

Show / Hide Alerts



Wage Determination

Overview

□ Follow

Document

History

WAGE DETERMINATIONS

Davis-Bacon Act WD # TX20200241

Note: There have been modifications to this wage determination. To view the most recent version click **here**.

Wage Determination

Modification #

0

Published Date

Feb 14, 2020

Document

Download



EXHIBIT B

| LABORER: M | Mason Tender - Brick\$ | 11.00 |
|-------------|---------------------------------|-------|
| | Mason Tender - crete\$ | 10.64 |
| LABORER: F | Pipelayer\$ | 13.00 |
| LABORER: F | Plaster Tender\$ | 14.50 |
| LABORER: F | Roof Tearoff\$ | 11.28 |
| | andscape and | |
| Irrigation. | | 12.00 |
| LATHER | | 16.00 |
| OPERATOR: | | |
| Backhoe/Exc | cavator/Trackhoe\$ | 13.06 |
| OPERATOR: | Bobcat/Skid | |
| | Loader\$ | 13.93 |
| OPERATOR: | Bulldozer\$ | 18.29 |
| OPERATOR: | Drill\$ | 13.00 |
| OPERATOR: | Forklift\$ | 13.38 |
| OPERATOR: | Grader/Blade\$ | 13.05 |
| OPERATOR: | Loader\$ | 14.02 |
| OPERATOR: | Mechanic\$ | 17.52 |
| | Paver (Asphalt, and Concrete)\$ | 18.44 |
| OPERATOR: | Roller\$ | 15.04 |



HOWARD COUNTY TEXAS

HOUSE BILL 89 VERIFICATION

All fields must be completed

| l, | | |
|---------|---|------------------------------|
| | Authorized Company Representative | |
| The ur | ndersigned representative of | |
| depos | fter referred to as Company) being an adult over the age of eighte e and verify that the Company named above, under the provisions nment Code Chapter 2270: | |
| . 1. | Does not boycott the country of Israel currently; and | |
| 2. | Will not boycott the country of Israel during the term of the cont Company, business or individual and Howard County Texas. | ract between the above-names |
| Part at | Signature | Date |

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

| This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. | OFFICE USE ONLY |
|--|---------------------------------|
| This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). | Date Received |
| By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. | |
| A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. | |
| Name of vendor who has a business relationship with local governmental entity. | |
| - | |
| Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.) | |
| Name of local government officer about whom the information is being disclosed. | |
| Name of Officer | |
| Describe each employment or other business relationship with the local government officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship wit Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary. | h the local government officer. |
| A. Is the local government officer or a family member of the officer receiving or li other than investment income, from the vendor? | kely to receive taxable income, |
| Yes No | |
| B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable i local governmental entity? | |
| Yes No | |
| Describe each employment or business relationship that the vendor named in Section 1 m other business entity with respect to which the local government officer serves as an o ownership interest of one percent or more. | |
| Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(B), excluding gifts described in Sect | |
| 7 | |
| Signature of vendor doing business with the governmental entity D | ate |

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

<u>Local Government Code § 176.001(1-a)</u>: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed;
 - (ii) the local governmental entity is considering entering into a contract with the vendor:
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

Revised 11/30/2015

Form W-9

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

| | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | | |
|---|--|--|--|
| | 2 Business name/disregarded entity name, if different from above | | |
| on page 3. | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check following seven boxes. Individual/sole proprietor or Corporation S Corporation Partnership single-member LLC | eck only one of the | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): |
| pe. | | esca pare | Exempt payee code (if any) |
| Print or type. Specific Instructions | Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partne Note: Check the appropriate box in the line above for the tax classification of the single-member of LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a sin is disregarded from the owner should check the appropriate box for the tax classification of its own | wner. Do not check owner of the LLC is gle-member LLC that | Exemption from FATCA reporting code (if any) |
| scifi | Other (see instructions) > | 61. | (Applies to accounts maintained outside the U.S.) |
| See Sp | 5 Address (number, street, and apt. or suite no.) See instructions. | Requester's name a | nd address (optional) |
| o | 6 City, state, and ZIP code | | |
| | 7 List account number(s) here (optional) | | |
| Par | Taxpayer Identification Number (TIN) | | |
| Enter | your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av | oid Social sec | urity number |
| reside entitie: | o withholding. For individuals, this is generally your social security number (SSN). However, to allen, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other is, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i> | ta 📗 | |
| TIN, la | ter. If the account is in more than one name, see the instructions for line 1. Also see <i>What Name</i> | or Employer | identification number |
| Numb | er To Give the Requester for guidelines on whose number to enter. | and Employer | - I I I I I I I I I I I I I I I I I I I |
| Part | II Certification | | |
| Under | penalties of perjury, I certify that: | * | 1 |
| 2. I am Sen | number shown on this form is my correct taxpayer identification number (or I am waiting for not subject to backup withholding because: (a) I am exempt from backup withholding, or (brice (IRS) that I am subject to backup withholding as a result of a failure to report all interest onger subject to backup withholding; and | I have not been no | otified by the Internal Revenue |
| | a U.S. citizen or other U.S. person (defined below); and | | |
| | FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reportir | | |
| you hav | cation instructions. You must cross out item 2 above if you have been notified by the IRS that your falled to report all interest and dividends on your tax return. For real estate transactions, item 2 tion or abandonment of secured property, cancellation of debt, contributions to an individual retire and interest and dividends, you are not required to sign the certification, but you must provide you | does not apply. For ement arrangement | mortgage interest paid, (IRA), and generally, payments |
| Sign Here | Signature of U.S. person ▶ | Date ► | |
| 0 | | | Action of the Control |

General Instructions

Section references are to the Internal Revenue Code unless otherwise

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

Purpose of Form

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

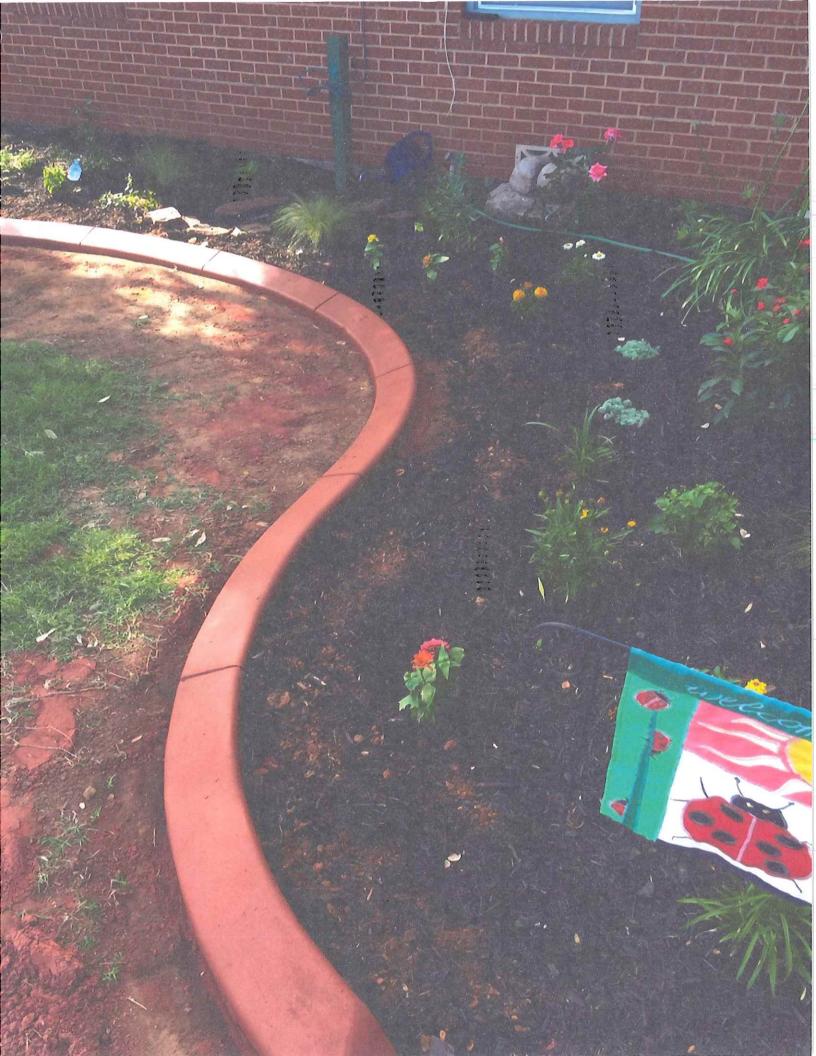
· Form 1099-INT (interest earned or paid)

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

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

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

FORM 1295 CERTIFICATE OF INTERESTED PARTIES OFFICE USE ONLY Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. 1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Provide the identification number used by the governmental entity or state agency to track of dentify the contract, the contract. and provide a description of the services, goods, or other property to be provided und Nature of Interest (check applicable) City, State, Country Name of Interested Party (place of business) Controlling Intermediary St wanted 5 Q Interested Party. Check only if there ____, and my date of birth is (street) (city) (zip code) (country) under penalty of perjury that the foregoing is true and correct, Executed in County, State of ______, on the ____ day of _ Signature of authorized agent of contracting business entity (Declarant) ADD ADDITIONAL PAGES AS NECESSARY



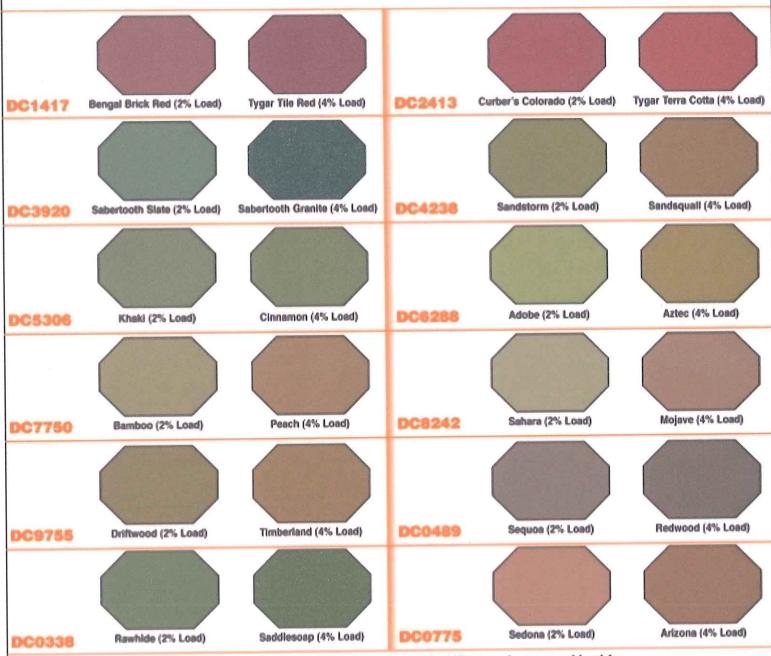




TYGAR CurbColors™

INTEGRAL COLORS FOR CURBING

This color chart represents the approximate shades of TYGAR CurbColors™
Please use this chart as a guide only.



Mixing Instructions: Portland cement only (47 pounds per sack) add:

1 Bag of color for a 2% load • 2 Bags of color for a 4% load

This chart should be used as a guide only, and we suggest that samples be made before determining color choice.

These colors may not represent the final color, as shade variations can be influenced by a number of factors,

| | | Plant I | Plant Legend |
|---------------|----|--------------------------------------|---------------------------------------|
| Symbol | à | Соттоп | Botanical |
| | 4 | Crape Myrtle | Lagerstroemia indica |
| 100 mg/s/2007 | ω | Holly | llex 'Nellie R. Stevens' |
| (*) | 12 | Indian Hawthorn | Rhaphiolepis Indica 'Wajestic Beauty' |
| | 24 | Nandina | Nandina domestica 'Blush Pink' |
| | 18 | Southern Live Oak Quercus virginiana | Quercus virginiana |



