



October 27, 2023

Fort Bend County
301 Jackson St.
Richmond, TX 77469

Remediation and Mitigation Final Accounting and Reimbursement Request

Fort Bend County Judge KP George,

This letter serves as a reimbursement request for remediation and mitigation in accordance with Section 1.b. of the JOINT PROJECT AGREEMENT REGARDING EROSION REMEDIATION AND MITIGATION AND MAINTENANCE OF DETENTION AND DRAINAGE FACILITIES between Fort Bend County (the "County") and the Fort Bend County Toll Road Authority ("Authority") dated October 25, 2022. The Authority confirms the project is completed and requests reimbursement for the total cost of the project of \$193,191.17 as described in the final invoice (05-SWS) from Storm Water Solutions, LLC which will serve as the Final Accounting for the project.

If you have any additional questions, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Mike Stone". The signature is stylized with a large, sweeping "M" and a cursive "Stone".

Mike Stone
Chief Operating Officer
Fort Bend County Toll Road Authority
(281) 324-0154

AGREEMENT BETWEEN OWNER AND CONTRACTOR

The Parties to this agreement are:

Owner:

FORT BEND COUNTY TOLL ROAD AUTHORITY,
a political subdivision of the State of Texas.
c/o The Muller Law Group, PLLC
202 Century Square Blvd.
Sugar Land, Texas 77478

Contractor:

Storm Water Solutions, LLC
16110 Hollister Street
Houston, TX 77066

THIS AGREEMENT ("Agreement") is made and entered into this 19th day of December 2022, between the Parties, for and in consideration of the mutual covenants hereinafter set forth, and under the conditions expressed in the Bonds bearing event date herewith, the Contractor and Owner hereby agree as follows:

Scope of Work:

Contractor shall commence and complete the Work generally described as follows:

For erosion control of detention ponds and outfall channels
Fort Bend WestPark Tollway
for Fort Bend County Toll Road Authority,
Fort Bend County, Texas,
according to those particular Plans and Technical Specifications (each as defined below)
prepared by BGE, Inc. ("Engineer")

and all extra work in connection therewith, as agreed to by the Parties hereof ("Extra Work"), under the terms as stated in this Agreement and the Contract Documents (as defined herein), and, at Contractor's own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said Work, in accordance with the conditions and prices stated in the Specifications and Bid attached hereto and in accordance with the contract documents, including, but not limited to, invitation to bidders, instructions to bidders, all documents referenced in the Governing Specifications and Special Provisions, General Notes, plans, and other drawings and printed or written explanatory matter thereof (collectively, "Plans"), and the Specifications and Bid and other technical specifications (collectively, "Technical Specifications"), on file with Engineer (collectively, "Contract Documents"). Contractor represents and warrants to the Owner that it has carefully examined this Agreement and all other Contract Documents, which are made a part of the Agreement, and is

thoroughly familiar therewith.

Under this Agreement and the Contract Documents, Contractor shall furnish all materials, appliances, tools, equipment, transportation, services, and all labor and superintendence necessary for the Work as described in the Technical Specifications and as shown on the Plans. The completed Work shall not lack any part that can be reasonably implied as necessary to its proper functioning or any subsidiary item that is customarily furnished, and Contractor shall deliver the Work to Owner in operating condition.

The Work, in general, under the Agreement includes:

1. For Erosion control of detention ponds and outfall channels of the Fort Bend Westpark Tollway from FM 1463 To Texas Heritage Parkway

Time for Completion:

The Contractor hereby agrees to begin work within **10 calendar days** after Engineer has given written Notice to Proceed. Contractor hereby also agrees to achieve Final Acceptance (as defined in Section 12 of Item 5 of the Texas Department of Transportation's Items 1-9, General Requirements and Covenants) of the Work within **90 calendar days** after the date of the written Notice to Proceed.

Surety Bonds Required:

It is further agreed by the parties to this Agreement that Contractor will execute:

- a Payment Bond in the sum of 100% of the initial Contract Price (as defined herein), if the initial Contract Price is \$25,000 or more
- AND
- a Performance Bond in the sum of 100% of the initial Contract Price, if the initial Contract Price is \$100,000 or more,

for the satisfactory performance of the Work, the fulfillment of any guarantees required, and the prompt payment to all persons supplying labor and materials in the prosecution of the Work, in accordance with this Agreement on the forms provided for this purpose; and it is agreed that this Agreement shall not be in effect until such Bonds are furnished and approved by Owner. Upon increase of the Contract Price authorized by Change Order, Contractor shall immediately provide revised Bonds for such increased Contract Price. Contractor's failure to provide compliant Bonds may be grounds for immediate termination regardless of whether the Contractor has started the Work.

All Bonds shall be in the form prescribed by the Contract Documents except as required otherwise by applicable laws or regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 370 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of the agent's authority to act must accompany all Bonds signed by an agent. Surety must have a minimum

FORT BEND COUNTY
TOLL ROAD AUTHORITY

AGREEMENT

Best's Key Rating of "B+". If the surety company does not have such a rating due to the length of time it has existed, the surety company must be eligible to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety listed in the current U.S. Department of Treasury Circular 570, and must meet all of the rules and regulations of the Treasury Department with respect to performance and payment bonds for federal jobs, including specifically the rules related to the underwriting limitation.

For bonds over \$100,000, the surety must also hold a certificate of authority from the United States Secretary of Treasury to qualify as a surety on obligations permitted or required under federal law, or have obtained reinsurance for any liability in excess of \$1,000,000 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. The person executing the Bonds must be a licensed Texas local recording agent and such licensing must be recorded in the files of the Texas Department of Insurance.

The person executing the Bonds must be authorized by the surety company to execute the Bonds on behalf of the company in the amount required for this Agreement and such authorization must be recorded in the files of the Texas Department of Insurance. This Agreement shall not be in effect until such Bonds have been provided by the Contractor and accepted by the Owner.

If the surety on any Bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in any state where any part of the project is located, or it ceases to meet the requirements herein, Contractor shall promptly notify Owner and Engineer, and shall, within 10 calendar days after the event giving rise to such notification, provide another Bond and surety to fulfill the required obligations.

Contract Price:

The Contract Price for this Work is Three Hundred Seventy One Thousand, Five Hundred Forty Seven Dollars and Twenty Seven Cents. (\$ 371, 547.27). The initial Contract Price may increase or decrease due to Change Orders and the Contract Price Adjustment as provided by this Agreement and the Contract Documents.

Owner agrees to pay Contractor's invoices for work performed, in accordance with the terms of the Contract Documents, in an aggregate amount not to exceed the Contract Price, plus Change Orders and Extra Work approved by the Board of Directors of the Owner. Failure by Owner to make such payments to the Contractor shall constitute a default by Owner and shall entitle the Contractor to all rights and remedies arising under the Contract Documents for a default in payment of sums due.

Contractor and Owner agree that time is of the essence of this Agreement. Therefore, Contractor and Owner agree that for each and every calendar day the Work or any portion thereof shall remain incomplete after the expiration of the time limits set in the Agreement, or as extended under the provisions of the Contract Documents, the Contract Price will decrease by \$ 618.00 for Final Acceptance ("Contract Price Adjustment"). The Owner shall have the option to deduct and withhold said amount from any monies that the Owner owes the Contractor or its sureties or to recover such amount from the Contractor or the sureties on the Contractor's performance bond.

FORT BEND COUNTY
TOLL ROAD AUTHORITY

AGREEMENT

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

FORT BEND COUNTY TOLL ROAD
AUTHORITY

Owner

By: Bobbie Tallas

Name: Vice Chairman

Title: Bobbie Tallas

STORM WATER SOLUTIONS, LLC

Contractor

By: Blake Kridel

Name: Blake Kridel

Title: Vice President

(The following to be executed if Contractor is a Corporation)

I, _____, certify that I am the secretary of the Corporation named as Contractor herein; that _____, who signed this Agreement on behalf of Contractor, was then _____ of said Corporation; that said Agreement was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Signed: _____

Corporate Seal

EFFECTIVE DATE

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: January 3, 2023

AGENDA ITEM NO.: 15

Storm Water Solutions, LLC

16110 Hollister Street
Houston, TX 77066

Fort Bend County Toll Road Authority
1950 Lockwood Bypass
Richmond, Texas 77469

10/1/2023

INVOICE 05-SWS

Fort Bend County Toll Road Authority

Erosion Control of Detention Ponds and Outfall Channels
Period: 9/1/2023 - 9/30/2023

Original Contract Amount	\$371,547.27
plus Change Orders to Date	+ 4,500.00
Total Adjusted Contract	\$376,047.27
Work Completed to Date	\$193,191.17
less 0% for Retainage	\$0.00
Materials on Hand to Be Paid	\$0.00
Sub-Total Amount	\$193,191.17
less Work Paid to Date	\$183,531.61
Total Work Paid this Period	\$9,659.56
less Penalties / Damages Assessed	0.00
Notice to Proceed Date	4/17/2023
Original Contract Time (Cal. Days)	90
plus Change Orders (Cal. Days)	0
Adjusted Completion Date	
Calendar Days Charged this Period	30
Previous Calendar Days Charged	84
Total Calendar Days Charged to Date	114
Approvals:	
DocuSigned by: Blake Krudel	10/6/2023
DocuSigned by: Gary Gebauer	10/6/2023
DocuSigned by: Mike Stone	10/10/2023
Contractor -Storm Water Solutions, LLC	Date
FBGPTRA Construction Manager	Date
FBGPTRA General Manager, Michael E. Stone, PMP, PSP	Date

Mike Stone Associates, Inc.

Project FR2 ROW MAINT

Date 10/9/23

Budget/Acct FR2 ROW MAINT

Approved By PHILLIP SMITH

Director 1: _____ Date: _____

Director 2: _____ Date: _____

Fort Bend County Toll Road Authority

Erosion Control of Detention Ponds and Outfall Channels

Storm Water Solutions, LLC

Period: 9/1/2023 - 9/30/2023

INVOICE 05

ITEM NO. & DESC. CODE		DESCRIPTION	UNIT	BID QUANTITIES	UNIT PRICE	Original Contract Amount	Net Change Order Quantity	Adjusted Total Quantity	Adjusted Contract Amount	Quantity Completed This Estimate	Quantity Completed Previously	Quantity Completed To Date	Amount Completed to Date (Incl this estimate)	Amount Paid This Estimate
TXDOT	100	PREPARRING ROW	AC	18.91	\$424.00	\$8,017.84	0.00	18.91	\$8,017.84	0.00	18.91	18.91	\$8,017.84	\$0.00
HARRIS	162	BLOCK SODDING	SY	30000	\$4.00	\$120,000.00	0.00	30,000.00	\$120,000.00	0.00	19,650.00	19,650.00	\$78,600.00	\$0.00
HARRIS	164	HYDROMULCH SEEDING (PERMANENT)	SY	61519	\$0.80	\$49,215.20	0.00	61,519.00	\$49,215.20	0.00	14,520.00	14,520.00	\$11,616.00	\$0.00
HARRIS	164	HYDROMULCH SEEDING (TEMPORARY)	SY	91519	\$0.80	\$73,215.20	0.00	91,519.00	\$73,215.20	0.00	-	-	\$0.00	\$0.00
TXDOT	168-6001	VEGETATIVE WATERING	MG	2300	\$8.00	\$18,400.00	0.00	2,300.00	\$18,400.00	0.00	1,350.00	1,350.00	\$10,800.00	\$0.00
TXDOT	400-9001	CEMENT STABILIZED BACKFILL (INLET & CMP)	EA	0	\$4,500.00	\$0.00	1.00	1.00	\$4,500.00	0.00	1.00	1.00	\$4,500.00	\$0.00
TXDOT	432-9001	RIPRAP (STONE COMMON)(DRY)(VARIES 18"- 24" DEPTH)	CY	100	\$90.00	\$9,000.00	0.00	100.00	\$9,000.00	0.00	270.39	270.39	\$24,335.10	\$0.00
TXDOT	506-6001	ROCK FILTER DAMS (INSTALL)(TY I)	LF	210	\$20.00	\$4,200.00	0.00	210.00	\$4,200.00	0.00	110.00	110.00	\$2,200.00	\$0.00
TXDOT	506-6011	ROCK FILTER DAMS (REMOVE)	LF	210	\$18.00	\$3,780.00	0.00	210.00	\$3,780.00	0.00	-	-	\$0.00	\$0.00
SPL	9001	SHAPING AND GRADING OF PONDS AND CHANNELS (SPECIAL)	AC	18.91	\$4,533.00	\$85,719.03	0.00	18.91	\$85,719.03	0.00	11.72	11.72	\$53,122.23	\$0.00
Totals						\$371,547.27			\$376,047.27				\$193,191.17	\$0.00

Storm Water Solutions, LLC
16110 Hollister Street
Houston, TX 77066

Fort Bend Grand Parkway Toll Road Authority
1950 Lockwood Bypass
Richmond, Texas 77469

Erosion Control of Detention Ponds and Outfall Channels
Period: 9/1/2023 - 9/30/2023
Materials On Hand Pay Invoice
INVOICE 05

ITEM	DESCRIPTION	UNIT	RECEIVED THIS PERIOD	PREVIOUS QUANTITY ON HAND	USED THIS PERIOD	BALANCE ON HAND	UNIT PRICE	TOTAL VALUE
Period: 9/1/2023 - 9/30/2023	N/A				0.00			\$0.00
	N/A				0.00			\$0.00
	N/A				0.00			\$0.00
	N/A				0.00			\$0.00
	N/A				0.00			\$0.00
	N/A				0.00			\$0.00
	N/A				0.00			\$0.00
	N/A				0.00			\$0.00

Total Amount of Materials On Hand \$0.00