

Fort Bend County Tabulation
Bid 20-063
Emergency Watershed Protection-Willow Fork of Buffalo Bayou Channel Bank Stabilization Phase 6

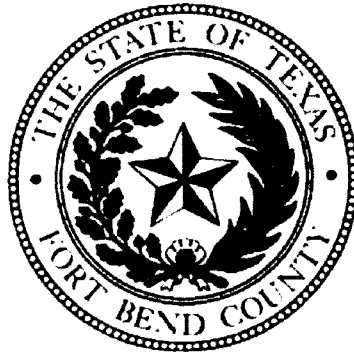
Recommended 3/10/20: TLC Construction Contract Services \$10,294,330
Funding: Drainage General Fund

Vendor	Bid Total	Completion Time in Calendar Days	1295
TLC Construction Contract Services Houston, TX	\$10,294,330.00	300	Yes
Shirley & Sons Construction Co., Inc. Cleveland, TX	\$10,761,737.15	300	
BRH-Garver Construction, L.P Houston, TX	\$12,012,218.00	300	
Millis Equipment, LLC Missouri City, TX	\$13,539,490.25	300	
WadeCon, LLC Kingwood, TX	Vendor withdrew bid.		

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Item No.	Work or Material	Spec. No.	Qty	Unit	TLC Construction Contract Services		Shirley & Sons Construction Co., Inc.		BRH-Garver Construction, L.P.		Millis Equipment, LLC	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Pollution Control	5	1	lump sum	\$8,552.00	\$8,552.00	\$10,000.00	\$10,000.00	\$47,669.00	\$47,669.00	\$38,212.80	\$38,212.80
2	Sediment Filters	5	6459	linear feet	\$1.00	\$6,459.00	\$2.50	\$16,147.50	\$3.00	\$19,377.00	\$3.40	\$21,960.60
3	Construction Surveys	7	1	lump sum	\$64,658.00	\$64,658.00	\$20,000.00	\$20,000.00	\$11,885.00	\$11,885.00	\$156,250.00	\$156,250.00
4	Mobilization and Demobilization	8	1	lump sum	\$392,586.00	\$392,586.00	\$250,000.00	\$250,000.00	\$500,000.00	\$500,000.00	\$651,215.60	\$651,215.60
5	Removal of Water	11	1	lump sum	\$39,834.00	\$39,834.00	\$50,000.00	\$50,000.00	\$211,383.00	\$211,383.00	\$82,996.30	\$82,996.30
6	Steel Sheet Pilings	13	154727	square feet	\$44.00	\$6,807,988.00	\$45.95	\$7,109,705.65	\$47.00	\$7,272,169.00	\$52.80	\$8,169,585.60
7	Drainfill	24	13332	cubic yard	\$46.00	\$613,272.00	\$52.00	\$693,264.00	\$72.00	\$959,904.00	\$108.35	\$1,444,522.20
8	Rock Riprap	61	13634	ton	\$79.00	\$1,077,086.00	\$130.00	\$1,772,420.00	\$97.00	\$1,322,498.00	\$87.90	\$1,198,428.60
9	Contractor Quality Control	94	1	lump sum	\$82,554.00	\$82,554.00	\$9,000.00	\$9,000.00	\$5,000.00	\$5,000.00	\$120,235.15	\$120,235.15
10	Vegetation, Hydro Mulch Seeding	13	11	acre	\$5,067.00	\$55,737.00	\$3,200.00	\$35,200.00	\$5,942.00	\$65,362.00	\$7,546.35	\$83,009.85
11	Site Preparation, Class A, Site 100	420	1	lump sum	\$24,872.00	\$24,872.00	\$20,000.00	\$20,000.00	\$26,200.00	\$26,200.00	\$31,096.60	\$31,096.60
12	Site Preparation, Class I, Site 310	420	1	lump sum	\$139,281.00	\$139,281.00	\$40,000.00	\$40,000.00	\$235,805.00	\$235,805.00	\$206,738.05	\$206,738.05
13	Site Preparation, Class H, Site 311	420	1	lump sum	\$120,213.00	\$120,213.00	\$45,000.00	\$45,000.00	\$209,604.00	\$209,604.00	\$195,636.40	\$195,636.40
14	Site Preparation, Class C, Site 312	420	1	lump sum	\$41,618.00	\$41,618.00	\$30,000.00	\$30,000.00	\$41,550.00	\$41,550.00	\$82,713.25	\$82,713.25
15	Site Preparation, Class C, Site 213	420	1	lump sum	\$54,717.00	\$54,717.00	\$30,000.00	\$30,000.00	\$78,601.00	\$78,601.00	\$132,702.10	\$132,702.10
16	Site Preparation, Class G, Site 314	420	1	lump sum	\$102,802.00	\$102,802.00	\$45,000.00	\$45,000.00	\$183,404.00	\$183,404.00	\$138,105.30	\$138,105.30
17	Site Preparation, Class G, Site 315	420	1	lump sum	\$97,828.00	\$97,828.00	\$45,000.00	\$45,000.00	\$183,404.00	\$183,404.00	\$162,781.05	\$162,781.05
18	Site Preparation, Class A, Site 316	420	1	lump sum	\$52,037.00	\$52,037.00	\$20,000.00	\$20,000.00	\$26,200.00	\$26,200.00	\$28,143.50	\$28,143.50
19	Site Preparation, Class F, Site 317	420	1	lump sum	\$99,486.00	\$99,486.00	\$40,000.00	\$40,000.00	\$157,203.00	\$157,203.00	\$162,907.30	\$162,907.30
20	Concrete Block Mat	496	65000	square feet	\$6.35	\$412,750.00	\$7.40	\$481,000.00	\$7.00	\$455,000.00	\$6.65	\$432,250.00
						\$10,294,330.00		\$10,761,737.15		\$12,012,218.00		\$13,539,490.25

*Fort Bend County, Texas
Invitation for Bid*



*Emergency Watershed Protection-Willow Fork of Buffalo Bayou Channel Bank Stabilization
Phase 6 for Fort Bend County Drainage District
BID 20-063*

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, March 3, 2020
2:00 PM (Central)

LABEL ENVELOPE:

BID 20-063
Watershed Protection, Phase 6

*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:
Jaime Kovar
Interim Purchasing Agent
Jaime.Kovar@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.

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 Jaime Kovar, Interim Purchasing Agent, 301, Jackson, Suite 201, Richmond, Texas, 77469, E-mail: Jaime.Kovar@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include it in the returned bid package. Deadline for submission of questions and/or clarification is no later than **Tuesday, February 25, 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 Letters of Reference: All bidders must submit, **WITH BID**, at least three (3) letters of reference from clients for whom a project similar to that specified herein

has been successfully accomplished. Letters of reference must include brief description, project measurements, 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

Initials of Bidder: 

Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.


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

2.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary for emergency watershed protection for Willow Fork of Buffalo Bayou channel bank stabilization, Phase 6, hereinafter referred to as the "Project," as specified herein. Funding for this project is from the Natural Resources Conservation Service (NRCS).

3.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Tuesday, February 18, 2020 at 10:0AM** (central). The pre-bid conference will be held at the Fort Bend County Purchasing Department located in the Travis Annex at 301 Jackson, Suite 201, Richmond, Texas 77469, with a site visit immediately following, (if needed). All bidders are encouraged to attend as this is the only date and time to view the sites.

Initials of Bidder:  _____

4.0 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 two-thousand (\$2000.00) per calendar day that the Project remains not substantially complete, such sum is agreed upon as a reasonable and proper measure 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.

5.0 COMPLETION TIME AND PAYMENT:

5.1 Fort Bend County shall pay the Contractor in current funds for the Contractor's performance of the Contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the Fort Bend County Purchasing Agent.

5.2 Based upon Applications for payment submitted to the Drainage District, Fort Bend County shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the contract documents.

5.2.1 The period covered by each application for payment shall be one calendar month ending on the last day of the month.


5.2.2 Provided an application for payment is received by the Drainage District 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 Drainage District after the application deadline fixed above, payment shall be made by Fort Bend County not later than 30 days after the Drainage District receives the application for payment.

5.2.3 Application for payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.

5.2.4 Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:

5.2.4.1 Take that portion of the contract sum properly allocable to completed Project less retainage of ten percent (10%).

5.2.4.2 Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Fort Bend County, suitably stored off the site at a

Initials of Bidder: 

location agreed upon in writing), less retainage of ten percent (10%).

5.2.4.3 Subtract the aggregate of previous payments made by Fort Bend County.

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

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.

5.2.4.5 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.

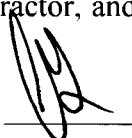
5.3 Before the first application for payment, the Contractor shall submit to the Drainage District a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Drainage District may require. This schedule, unless objected to by the Drainage District shall be used as a basis for reviewing the Contractor's application for payment.

5.4 Contractor must provide with each application for payment a contractor's affidavit certifying bills against the Contractor for labor, material and expendable equipment employed in the performance of Contractor have been paid in full prior to acceptance of final payment from Fort Bend County.

5.5 The Contractor will permit Fort Bend County, or any duly authorized agent of Fort Bend County, to inspect and examine the books and records of the Contractor for the purpose of verifying the amount of work performed under the Contract. Fort Bend County's right to inspect survives the termination of the Contract for a period of five years.

6.0 LIMIT OF APPROPRIATION:

Prior to the execution of this Contract, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Contract, that County shall have available only those funds specifically allocated in this Contract to fully discharge any and all liabilities which may be incurred by County in bringing this Project to an absolute conclusion, resulting in a complete, fully furnished, fully equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required services and materials, all fees and compensation of any sort to the Contractor, and

Initials of Bidder: 

any and all costs for any and all things or purposes coming inuring under or out of this Contract, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Contract which might in any light by any person be interpreted to the contrary.

7.0 RIGHT TO ASSURANCE:

Whenever Fort Bend County in good faith has reason to question the Contractor's intent 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.

8.0 PERFORMANCE AND 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.

9.0 POWER OF ATTORNEY:

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

10.0 INSURANCE:

10.1 All respondents 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. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

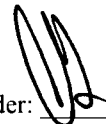
10.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance

Initials of Bidder: 

coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

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

Initials of Bidder: _____




- 10.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

11.0 INDEMNIFICATION:

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

- 11.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 11.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 11.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

Initials of Bidder: 

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

12.0 PREVAILING WAGES:

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX20200246 01/03/2020

Superseded General Decision Number: TX20190046

State: Texas

Construction Type: Heavy

County: Fort Bend County in Texas


FLOOD CONTROL PROJECTS ONLY, (Does not Include any Water & Sewer Line work; Sewage Collection and Disposal Lines; Sewers (Sanitary Storm, etc.), or Shoreline Maintenance Water Mains and Water Supply Lines).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/03/2020

SUTX1998-009 03/26/1998

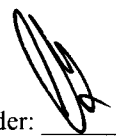
Initials of Bidder: 

	Rates	Fringes
ASPHALT DISTRIBUTOR	\$ 9.47	
Asphalt Paving Machine	\$ 10.05	
Asphalt Raker	\$ 8.28	
Asphalt Shoveler	\$ 7.45	
Batching Plant Weigher	\$ 11.11	
Broom or Sweeper Operator	\$ 8.01	
Bulldozer	\$ 9.91	
CARPENTER	\$ 10.35	
Concrete Curbing Mach	\$ 8.80	
Concrete Finisher-Paving	\$ 9.87	
Concrete Finisher-Structures	\$ 9.86	
Concrete Finishing Machine	\$ 11.79	
Concrete Joint Sealer	\$ 10.50	
Concrete Paving Float	\$ 9.30	
Concrete Paving Saw	\$ 10.01	
Concrete Paving Spreader	\$ 9.32	
Concrete Rubber	\$ 9.00	
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel	\$ 11.35	
Crusher or Screening Plant Operator	\$11.00	
ELECTRICIAN	\$16.15	
Flagger	\$ 7.25	
Form Builder (Structures)	\$ 9.96	
Form Liner – Paving & Curb	\$ 9.03	
Form Setter (PAVING/CURB)	\$ 8.86	
Form Setter – Structures	\$ 9.05	
Foundation Drill Operator, Crawler Mounted	\$ 12.59	
Foundation Drill Operator, Truck Mounted	\$ 12.73	
Front End Loader	\$ 9.29	
Labor Common	\$ 7.45	
Laborer – Utility	\$ 8.53	

Initials of Bidder: _____



Lineperson	\$ 7.50
MANHOLE BUILDER (Brick)	\$ 8.49
MECHANIC	\$ 11.38
Milling Machine Operator	\$ 10.43
Mixer	\$ 7.94
Motor Grader	
FINE GRADE	\$ 11.11
Other	\$ 10.67
Oiler	\$ 9.56
Painter – Structures	\$ 14.00
Pavement Marking Machine	\$ 7.45
Piledriver	\$ 10.96
Pipe layer	\$ 8.49
Reinforcing Steel Setter Paving	\$ 12.50
Reinforcing Steel Setter Structures	\$ 12.47
Roller, Pneumatic, Self-Propelled	\$ 7.96
Roller, Steel Wheel Other Flatwheel or Tamping	\$ 7.61
Roller, Steel Wheel Plant Mix Pavements	\$ 9.25
Scraper	\$ 8.69
Servicer	\$ 9.51
SIGN ERECTOR	\$ 10.06
Sign Installer	\$ 7.45
Slipform Machine Operator	\$ 9.20
Spreader Box Operator	\$ 9.08
Steelworker Structural	\$ 10.35
Tractor – Crawler Type	\$ 10.12
Tractor – Pneumatic	\$ 8.99
Traveling Mixer	\$ 9.35
Trenching Machine, Heavy	\$ 13.56
Trenching Machine, Light	\$ 10.50
Truck Driver Lowboy Float	\$ 11.29
Truck Driver Single Axle Heavy	\$ 8.76
Truck Driver Single Axle, Light	\$ 8.15
Truck Driver Tandem Axle Semi-Trailer	\$ 8.00

Initials of Bidder: 

Wagon Drill, Boring Machine	\$ 10.15
WELDER	\$ 10.43
Work Zone Barricade	\$ 7.45

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.

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.

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

Initials of Bidder: 

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:

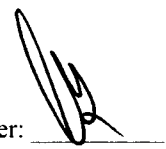
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

Initials of Bidder: _____



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.

13.0 PERMITS:

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


14.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:

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

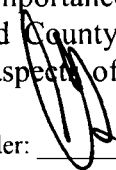
14.1.1 On an as needed basis as determined by Fort Bend County, cause the Contractor's personnel to meet with Fort Bend County and the Engineer to discuss the status of the Project.

14.1.2 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.

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

Initials of Bidder:  _____

- 14.2.1 Perform (or cause to be performed) all preparatory work at the construction site required herein, including (without limitation) soil and concrete testing and demolition of improvements existing at the construction site and all actions necessary for compliance with all laws and regulations as to actions to be taken by owners or contractors before construction begins, including without limitation those in regard to archaeological and environmental requirements.
- 14.2.2 Construct and install (or cause to be constructed and installed) the Project on the construction site in accordance with this Contract and the drawings and specifications approved by Fort Bend County.
- 14.2.3 Furnish (or cause to be furnished) all materials, supplies, equipment, tools, labor, supervision, utilities, transportation, and other materials and services necessary to complete the Project described herein.
- 14.3 Standards for Review and Approval. Fort Bend County acknowledges that in order to meet the deadlines for the completion of the Project, and in order to accomplish the efficient completion of the Project, the Contractor may submit matters to Fort Bend County in stages for approval or consent. Upon receipt of any matter submitted by the Contractor for review and approval, Fort Bend County shall review the same and shall diligently and promptly (but in any event within 14 calendar days for any such matter, other than a proposed change order, and within 28 calendar days for a proposed change order) give the Contractor notice of Fort Bend County's approval or disapproval, setting forth in detail all reasons for any disapproval. Fort Bend County's right to disapprove any such matter submitted (other than a proposed change order) shall be limited to the elements thereof (a) which do not conform substantially to matters previously approved, (b) which are new elements not previously presented and approved and the Contractor is unable to demonstrate that such new element is reasonably necessary for completion of the Project, or (c) which depict matters that are violations of this Contract or applicable laws and regulations.
- 14.3.1 If Fort Bend County disapproves of a particular matter or Proposed Change Order, the Contractor shall have the right to resubmit such matter or Proposed Change Order to Fort Bend County, altered to satisfy Fort Bend County's basis for disapproval. Any resubmission shall be subject to review and approval by Fort Bend County.
- 14.3.2 Fort Bend County and the Contractor shall attempt in good faith to resolve any disputes concerning the approval of any aspect of the Project expeditiously, so as not to delay the completion of the Project in accordance with this Contract.
- 14.3.3 Expedited Approvals. Fort Bend County recognizes the importance of expeditious action upon all matters submitted to Fort Bend County for review and approval and of expeditious response to those aspects of the

Initials of Bidder:  _____

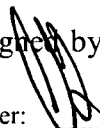
Project requiring approval by governmental authorities having jurisdiction there over. Fort Bend County agrees to exercise its rights of review and approval hereunder with due diligence, reasonableness, and good faith. Fort Bend County shall use its reasonable efforts to expedite any required review of the Project or other matters by any governmental authority.

14.4 Changes.

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

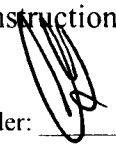
14.4.2 Change Order Procedure. If at any time Fort Bend County desires to make any change in the Project requiring the issuance of a Change Order, Fort Bend County shall so advise the Contractor in writing by delivery to the Contractor of a written notice describing the change. Upon receipt of such notice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

14.4.3 Change Order Authorization. Each Change Order shall be signed by Fort

Initials of Bidder: 

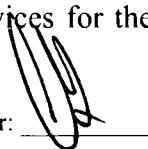
Bend County and an authorized representative of the Contractor.

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

Initials of Bidder: 

development of projects similar to the Project in the State of Texas, using qualified, careful, and efficient contractors and workers and in conformity with the provisions of this Contract. The Contractor shall perform the work in a good and workmanlike manner.

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

Initials of Bidder: 

following reasons: violation of the terms and conditions of this Contract; violation of Fort Bend County's or the Contractor's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. Fort Bend County may, upon thirty (30) days written notice to the Contractor, require the removal of any individual from providing services without cause.

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

Initials of Bidder: _____



15.0 TERMINATION:

15.1 Fort Bend County may terminate the Contract if the Contractor:

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

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

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

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

15.2 When any of the above reasons exists, Fort Bend County may, without prejudice to any other rights or remedies of Fort Bend County and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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


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

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

15.4 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.

16.0 COMPLETION, TRANSFER, AND ACCEPTANCE:

16.1 Final Completion. Upon the occurrence of the final completion date, the punch list items shall be promptly commenced and thereafter completed within thirty (30) days after final completion.

Initials of Bidder: 

- 16.2 Transfer and Acceptance. Upon the occurrence of final completion, care, custody and control of the Project shall pass to Fort Bend County. As referenced herein, the "Transfer Date" shall mean the date on which the care, custody and control of the Project passes to Fort Bend County. Subsequent to the Transfer Date all risk of loss with respect to the Project shall be by Fort Bend County and the Contractor shall be thereafter obligated to cover the Project with their Insurance.

17.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:


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

18.0 INDEPENDENT CONTRACTOR:

The Contractor shall be an independent contractor and any provisions of this Contract that may appear to give Fort Bend County the right to direct the Contractor as to the details of the manner of doing the Project shall be deemed to mean that the Contractor shall follow the desires of Fort Bend County in the results of the Project only and not in the means whereby the Project is to be accomplished. The Contractor shall be responsible as to the details of completing the Project. Neither the agents, representatives, nor employees of the Contractor, shall be deemed to be the agents, representatives, or employees of Fort Bend County. The Contractor further represents that it accepts a fiduciary role and responsibility with respect to Fort Bend County and will, to its best abilities, act in the best interests of Fort Bend County and the timely completion of the Project. The Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of Fort Bend County except and unless specifically authorized in writing by Fort Bend County to do so. The Contractor shall furnish construction administration and management services and use the Contractor's best efforts to complete the Project in an expeditious and economical manner consistent with the interests of Fort Bend County.

19.0 NOTICE

- 19.1 All written notices, demands, and other papers or documents to be delivered to Fort Bend County under this Contract shall be delivered to the Drainage District,

Initials of Bidder: 

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.

- 19.2 All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be delivered to the Authorized Representative identified in the Contract documents or such other place or places as the Contractor may designate by written notice delivered to Fort Bend County.

20.0 RECORDS:

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

21.0 SUCCESSORS AND ASSIGNS:

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

22.0 PUBLIC CONTACT:

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

Initials of Bidder: _____



23.0 MODIFICATIONS:

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

24.0 SILENCE OF SPECIFICATIONS:

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

25.0 SEVERABILITY:

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

26.0 GOVERNING FORMS:

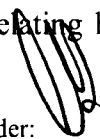
In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

27.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this Contract. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these items at cost.

28.0 ENTIRE AGREEMENT:

The Parties agree that this Contract contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto

Initials of Bidder:  _____

are superseded by this Contract. By entering into this Contract, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

29.0 APPLICABLE LAW AND VENUE

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

30.0 TEXAS ETHICS COMMISSION FORM 1295:

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

30.2 On-line instructions:

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

30.2.2 Identification number used by the governmental entity is: B20-063.

30.2.3 Description is the title of the solicitation: Emergency Watershed Protection-Willow Fork to Buffalo Bayou Channel Bank Stabilization, Phase 6.

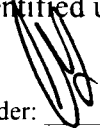
30.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

31.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

31.1 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.

31.2 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

Initials of Bidder: 

*****AMENDED 3/2/2020**

Section 806.051, Section 807.051 or Section 2253.153.

*****32.0 FEDERAL CLAUSES:**

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds from the National Resource Conservation Service (NRCS) and the United States Department of Agriculture (USDA). As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

32.01 Access to Records

The Contractor shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, USDA or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

32.02 Civil Rights Requirements

Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act old 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, religion, sex and national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which the funding for Federal assistance is being made; and 0) the requirements of any other nondiscrimination statute(s) which may apply to the project.

The Contractor also agrees to include these requirements in each subcontract

Initials of Bidder:  _____

financed in whole or in part with Federal assistance provided by USDA, modified only if necessary to identify the affected parties.

32.03 Clean Air

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the National Resource Conservation Service and the United States Department of Agriculture (USDA) and the appropriate U.S. Environmental Protection Agency Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to NRCS and USDA. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000.

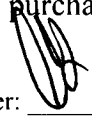
32.04 Clean Water Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the NRCS and the USDA and the appropriate U.S. Environmental Protection Agency Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to NRCS and USDA. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000.

32.05 Contract Work Hours and Safety

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5.

- (1) Standard Work Week and Overtime Requirements. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of

Initials of Bidder: 

supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

- (2) Violations. In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.
- (3) The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

32.06 Disputes and Resolutions

The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to the Agreement by negotiation between the parties. Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the County. This decision shall be final and conclusive unless within ten [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the County. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County shall be binding upon the Contractor and the Contractor shall abide by the decision.

Initials of Bidder: _____



32.07 Equal Employment Opportunity

The Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

32.08 Debarment and Suspension

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

32.09 Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Contractor and certifies that it and all its subcontractors at every tier will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, award, including any extension, continuation, renewal, amendment, or modification covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that

Initials of Bidder: 

Federal contract, grant or award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining a federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

32.10 Privacy Act

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Agreement. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance. Contractor shall also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).


32.11 Record Retention

The Contractor shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years from receipt of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

32.12 Government-Wide Requirements for Drug-Free Workplace

Contractor shall be in compliance with the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.); and must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government wide implementation (2CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

32.13 Trafficking in Persons

Initials of Bidder: 

Contractor agrees that it and its employees may not: 1. Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect, 2. Procure a commercial sex act during the period of time that the Recipient's Award is in effect, or 3. Use forced labor in the performance of this Agreement or any subagreements thereunder.

32.14 Contracting with Small, Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms.

Contractor will take all necessary, affirmative steps to assure that qualified small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible by:

- a) Placing small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that it solicits small and minority businesses and women's business enterprises whenever they are potential sources;
- c) Dividing total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- d) Establishing delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses and women's business enterprises;
- e) Utilizing the assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce
- f) Contractor must require subcontractors to take the five affirmative steps described in a-e above.

32.15 Energy Conservation

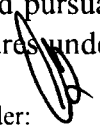
Contractor must meet all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

32.16 Recovered Materials

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

32.17 Environmental Conditions

Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the

Initials of Bidder:  _____

National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (a) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

32.18 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements

(a) *Definitions.* As used in this clause -


Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

Initials of Bidder: 

(d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

32.19 Compliance with All Federal Laws

Contractor will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

33.0 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.

34.0 EXHIBITS:

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

Exhibit 1 - Project specifications

Exhibit 2 – Storm water pollution prevention plan

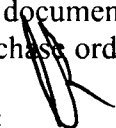
Exhibit 3 – Project drawings

Exhibit 4 – Natural Resources Conservation Service Supplement to OSHA Parts 1910 and 1926

Exhibit 5 – Pricing sheet

35.0 PROJECT DURATION:

Bidder agrees, if awarded the contract, to complete all work required by the contract documents within 300 calendar days (maximum 300 calendar days) after issuance of a purchase order

Initials of Bidder: 

by the County Purchasing Agent and notice to proceed by the Drainage District.


36.0 AWARD:

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

37.0 ADDITIONAL REQUIRED FORMS:

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

- 37.1 Required Proof of Insurance
- 37.2 Vendor Form
- 37.3 W9 Form
- 37.4 Tax Form/Debt/Residence Certification
- 37.5 Contractor Acknowledgement of Stormwater Management Program
- 37.6 No Bid Questionnaire

Initials of Bidder:  _____

**Contract Sheet
Bid 20-063**

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

This memorandum of agreement made and entered into on the 10th day of March, 2020,
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
TLC Construction Contract Services (hereinafter designated Contractor).

(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Emergency Watershed Protection for Willow Fork to Buffalo Bayou Channel Bank Stabilization, Phase 6** 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 10 day of March 2020.

By: [Signature] **Fort Bend County, Texas**
County Judge, KP George

By: [Signature]
Signature of Contractor

By: Chris Gwynn / C.O.O.
Printed Name and Title

COUNTY PURCHASING AGENT
Fort Bend County, Texas



Jaime Kovar
Interim County Purchasing Agent

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

February 20, 2020

TO: All Prospective Bidders

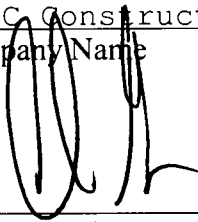
RE: Addendum No. 1 – Fort Bend County Bid 20-063 – Emergency Watershed Protection-
Willow Fork of Buffalo Bayou Channel Bank Stabilization Phase 6

Addendum 1:

Attached is addendum 1 and Questions and Answers. Vendors are to use Addendum 1 document while preparing their solicitation response.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Jessica Carabajal at jessica.carabajal@fortbendcountytexas.gov

TLC Construction Contract Services
Company Name



Signature of person receiving addendum

3/3/20

Date

If you have any questions, please contact this office.

Sincerely,



Jaime Kovar
Interim County Purchasing Agent

COUNTY PURCHASING AGENT
Fort Bend County, Texas



Jaime Kovar
Interim County Purchasing Agent

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

February 26, 2020

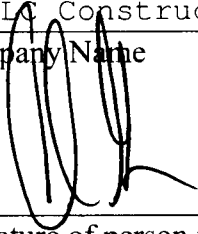
TO: All Prospective Bidders

RE: Addendum No. 2 – Fort Bend County Bid 20-063 – Emergency Watershed Protection-
Willow Fork of Buffalo Bayou Channel Bank Stabilization Phase 6

Addendum 2:

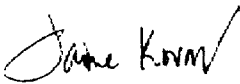
Attached is addendum 2 and Questions and Answers. Vendors are to use Addendum 2 document while preparing their solicitation response. Replaced Section 12.0 in its entirety.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Jessica Carabajal at jessica.carabajal@fortbendcountytexas.gov

TLC Construction Contract Services	
Company Name	
	3/3/20
Signature of person receiving addendum	Date

If you have any questions, please contact this office.

Sincerely,



Jaime Kovar
Interim County Purchasing Agent

COUNTY PURCHASING AGENT

Fort Bend County, Texas



Jaime Kovar
Interim County Purchasing Agent

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

March 2, 2020

TO: All Prospective Bidders

RE: Addendum No. 3 – Fort Bend County Bid 20-063 – Emergency Watershed Protection-
Willow Fork of Buffalo Bayou Channel Bank Stabilization Phase 6

Addendum 3:

Attached is addendum 3. Vendors are to use Addendum 3 document while preparing their solicitation response. Replaced Section 32.0 in its entirety.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Jessica Carabajal at jessica.carabajal@fortbendcountytexas.gov

TLC Construction Contract Services

Company Name

3/3/20

Signature of person receiving addendum

Date

If you have any questions, please contact this office.

Sincerely,

Jaime Kovar
Interim County Purchasing Agent



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Interim County Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	TLC Construction Contract Services		
Business Name (if different from legal name)			
Federal ID # or S.S. #	76-0283377	DUNS #	
Type of Business	<input type="checkbox"/> Corporation/LLC	<input type="checkbox"/> Partnership	Age in Business? 30 Years
	<input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Tax Exempt Organization	
Publicly Traded Business	<input type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	11714 Charles Road		
City/State/Zip	Houston, Texas 77041		
Physical Address	11714 Charles Road		
City/State/Zip	Houston, Texas 77041		
Phone/Fax Number	Phone: 281-357-4069	Fax: 719-849-2734	
Contact Person	Chris Gwyn		
E-mail	cgwyn@tlcccs.com		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise	<input type="checkbox"/>	Certification # _____
	SBE-Small Business Enterprise	<input type="checkbox"/>	Certification # _____
	HUB -Texas Historically Underutilized Business	<input type="checkbox"/>	Certification # _____
	WBE-Women's Business Enterprise	<input type="checkbox"/>	Certification # _____
Company's gross annual receipts	<\$500,000	<input type="checkbox"/>	\$500,000-\$4,999,999 <input type="checkbox"/>
	\$5,000,000-\$16,999,999	<input checked="" type="checkbox"/>	\$17,000,000-\$22,399,999 <input type="checkbox"/>
	>\$22,400,000	<input type="checkbox"/>	
	NAICs codes (Please enter all that apply)		
Signature of Authorized Representative			
Printed Name	Chris Gwyn		
Title	Chief Operating Officer		
Date	3/3/2020		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

**Request for Taxpayer
 Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

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

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

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

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

5 Address (number, street, and apt. or suite no.)
11714 Charles Road

6 City, state, and ZIP code
Houston, Texas 77041

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

7	6	-	0	2	8	3	3	7	7
---	---	---	---	---	---	---	---	---	---

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶  Date ▶ **3/3/2020**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ff99.

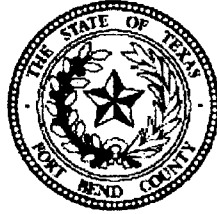
Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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:

TLC Construction Contract Services

(Company Contractor)

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

Contractor Signature

3/3/2020

Date

Chris Gwyn

Printed Name

Chief Operating Officer

Title



CONSTRUCTION CONTRACT SERVICES

A photograph of a construction site under a blue sky with light clouds. A yellow excavator is in the foreground, digging a trench. In the background, there are some trees and a building. The text 'Delivering on-time, in-budget construction projects for industrial, government and commercial clients since 1989' is overlaid on the image in a white, sans-serif font.

Delivering on-time, in-budget construction projects for industrial, government and commercial clients since 1989

TLC Construction Contract Services is a full-service civil construction contractor specializing in:

- Site preparation
- Underground utility construction
- Asphalt paving
- Concrete paving
- Civil construction materials transportation and logistics

Formed in 1989, our business and team have grown together. Our management team has decades of experience in pre-construction, design-build and onsite construction management.

We strive to deliver quality projects safely, in compliance, on time, and within budget.

TLC Construction Contract Services is an ISNetworld registered contractor. Owners Hayley Gwyn and Chris Gwyn have a combined 50 years of construction industry experience.

Clients

We've provided civil construction services to a wide range of industrial, government, and commercial clients in the Gulf Coast region, including Freeport LNG, Lyondell Basell, and the city of Houston.

Safety

Our people are our most valued asset. They are the reason we're committed to providing a safe work environment and to training our workers. We never compromise safety for keeping schedule or lowering cost.

A large, faint, light blue version of the TLC logo is visible in the background of the right side of the page.

WWW.TLCCS.COM



SOME OF OUR SERVICES

Sitework Preparation

Sitework preparation is a fundamental component on the vast majority of our civil construction projects. Our experience in sitework preparation includes land clearing, mass excavation, soil stabilization, full-depth reclamation, asphalt milling, and road base construction.

Site Utilities

Underground storm sewer, water distribution and sanitary sewer services are another key component to our construction projects. Properly executing site utility services is crucial to ensuring that civil construction projects are completed with the highest quality and on schedule.

Asphalt Paving

Asphalt paving is a turnkey service that we provide to our clients. We use hot mix asphaltic concrete (HMAC) to surface roads, parking lots, and airports, along with many other applications within the civil construction industry.

Material Transportation & Logistics

We own a fleet of dump trucks to move all types of construction materials, including base, dirt, asphalt, roller-compacted concrete, aggregate, and sand. This crucial service is offered to our clients to control project schedules.

Design-Build

We offer turnkey design, permit and build services, which can reduce design time, shorten the construction calendar and minimize change orders.

Let's
Talk

Call or email us today
to discuss a free quote.

281-357-4069
info@tlccs.com

TLCCS

WWW.TLCCS.COM



11714 Charles Rd.
Houston, Texas 77041
281-357-4069 / Fax 713-849-2734

List of References

Individual's Name	Title	Organization Name	Contact Number	Email Address
Joe Moore	Project Engineer	HDR, Inc.	713-622-9264	joe.moore@hdrinc.com
Brent Fields	Construction Management	BGE, Inc.	281-558-8700	BFields@bgeinc.com
Don Huml	Construction Manager	East Aldine Management District	713-882-3360	dhuml@hhcllp.com
James Roman	Education Market Director	Sandlot Engineering	832-730-1901	james@sandlotengineering.com
Ken Walker	Construction Manager	Bleyl Engineering	936-441-7833	KWalker@bleylengineering.com
Larry Yell	Project Director	Enterprise Products	713-381-6462	LJYELL@eprod.com
Richard Kronenberger	Senior Project Manager	LJA Engineering	713-953-5200	rkronenberger@lja.com

Chris Gwyn
96 Cherry Hills
Houston, TX. 77064
281-850-6473
cgwyn@tlccon.net

EXECUTIVE SUMMARY

Executive with over 20 years of experience in construction management. Extensive experience optimizing operations and profits for building and heavy civil construction through executive level management, technical expertise and relationship building.

- Twenty-four (24) years of experience with a large commercial General Contractor specializing in public works construction including roles beginning as concrete laborer and finishing as President of a subsidiary business in specialty construction
- Successful in creating a market in the Houston area specializing in Roller Compacted Concrete. Developed the company to the 2nd largest RCC contractor in the nation during a three (3) year period
- Served as a Project Executive managing six (6) construction projects totaling over \$100M including a staff of over fifty (50) individual's
- Development of a small company from an annual revenue of \$10M to \$30M in a ten (10) month time frame
- Versatile in estimating heavy civil construction as well as building construction
- Educated in Construction Management at Texas A&M University
- Extensive training and experience in scheduling large scale construction projects
- Excellent experience in management of budgets and cost control for multi-million dollar construction projects.
- Proficient skills in training of entry level construction managers as well as training experienced construction managers
- Exceptional Project Management Skills
- Exceptional Field Management Skills

EMPLOYMENT HISTORY

TLC Trucking & Contracting, Inc.
Chief Operating Officer

July 2015 – Present

Serving as COO of TLC Trucking & Contracting, Inc. the primary responsibilities include creating a construction division specializing in heavy civil construction including self-performing all facets of heavy civil construction, direct management of company owned equipment & control

over the company's workforce. Direct control over all field management, project management, accounting, estimating and safety for the company.

Quadvest Construction, LP.
Chief Operating Officer

Sept 2014 – July 2015

Primary function for Quadvest Construction, LP. included providing oversight of all company estimating, project management, field management, accounting and all other aspects of the business. Ensure that all resources of the company are managed and coordinated in an efficient and professional manner on all projects, in order to perform work within the budget and ahead of schedule. Enforce the company's safety and quality control programs and maintain customer relationships.

Projects completed/ongoing at Quadvest Construction, L.P.:

San Jacinto River Authority GST Removal & Replacement	\$2.5M
MUD 418 Water Plant & Force Main	\$6M
Legends Trace Underground Water, Sewer & Drainage	\$1.2M
Harris County Huffmeister Road #3	\$4M
Azalea Lift Station	\$1M
MUD #406 Lift Station	\$6M
MUD #105 Waste Water Treatment Plant	\$3M

Rollcon, LLC.
President

May 2011 – Sept 2014

Served as President of one of Satterfield & Pontikes Construction, Inc.'s start-up subsidiary company's (Rollcon, LLC). Rollcon, LLC. specializes in Roller Compacted Concrete (RCC) pavement including production of RCC in the field with batch plants and placement of the RCC with high density paving machines. While serving as President I successfully created a market in the Houston area helping the company grow to the 2nd largest RCC contractor in the nation during a three (3) year period.

Projects completed at Rollcon, LLC.:

Port of Houston Bayport Entry/Exit gate (111,000 SY 14" & 18" Paving)	\$6M
Frontier Logistics Cross Dock Facility (43,560 SY of 6" Paving)	\$1M
Pioneer Natural Resources (290,400 SY of 6" Paving)	\$5M
S&B Engineers Modular Facility (145,200 SY of 6", 8" & 14" Paving)	\$4M
SEC Industrial Facility (58,080 SY of 15" Paving)	\$6M
Bella Vista Neighborhood (129,000 SY or 10 miles of 5" Paving)	\$3M

Satterfield & Pontikes Construction, Inc.

1990 - 2011

Various Roles

Projects completed at Satterfield & Pontikes Construction, Inc. and positions held:

Cy-Fair Elementary School #33, Assistant Project Manager	\$8M
Branch Crossing Middle School, Assistant Project Manager	\$15M
Briarmeadow Charter School, Project Manager	\$8M
TSU Lanier Dormitory Renovation, Project Manager	\$3M
San Diego High School, Project Manager	\$15M
UTMB – TDCJ Renovation, Project Manager	\$4M
Harris County Juvenile Justice Center, Project Manager	\$40M
Port of Houston Barbour's Cut Entry/Exit Gate, Sr. Project Manager	\$22M
Glenda Dawson High School, Sr. Project Manager	\$55M
Valero Administration Building, Sr. Project Manager	\$3M
Metro Rail Escalator Project, Sr. Project Manager	\$1.5M
Port of Houston Bayport Maintenance & Repair Building, Project Executive	\$14M
Port of Houston Bayport Administration Building, Project Executive	\$8M
UH Science Building Renovation, Project Executive	\$7M
NASA Building 12 Renovation, Project Executive	\$12M
Port of Houston Bayport Entry/Exit Gate, Project Executive	\$35M
Port of Houston Barbour's Cut 10 Acre Repave project, Project Executive	\$7.5M

Education

1995-1998	Texas A&M University Construction Science
1993-1995	Blinn Jr. College
1989-1993	Cy-Fair High School

DANIEL CALCOTE

1830 Clover Spring Drive, Kingwood, TX 77339 | 713-429-419 | calcote01@gmail.com

OBJECTIVE

Demonstrate history of experience and skills.

SKILLS & ABILITIES

Overall management of projects including safety, scheduling, cost, client relations, subcontracting, financial software, open communication, delegation and other daily responsibilities ensuring successful projects.

PROJECT EXPERIENCE

- 2018 - Current Senior Project Manager, *TLC Trucking & Contracting, Inc.*
- East Aldine Town Center, Houston, TX, infrastructure project for East Aldine Management District contracted thru Harris County - \$ 8M
 - Aldine Mail Route Left Turn Lane Addition, widening and turn lane addition to existing roadway, Houston, TX - \$1.6M
 - Egypt Lane, Magnolia, TX, widening and utility work to existing roadway - \$2.1M
 - Brazosport Water Authority / DN Tanks foundation for 10MG water tank, Lake Jackson, TX - \$680k
 - Metro Magnolia Transit Center, Houston, TX, Earthwork and site utilities at existing park and ride facility - \$470k
 - Freeport LNG / Zachry CBI, Freeport, TX, installation of approximately 30k tons new asphalt in new chemical plant - \$3.5M
 - Bayport Container Yard #7 Water and Sanitary Utilities, Port of Houston Bayport facility - \$640k
- 2007-2018 Project Manager, *Satterfield & Pontikes Construction, Inc.*
- Klein Forest High School, Klein, TX, New Addition to existing campus - \$28M
 - HISD Lee High School, Houston, TX, New High School and demolition of existing high school campus - \$54M
 - Wal-Mart 3584, Houston, TX New Commercial Retail Building - \$14M

- Micro Center, Houston, TX, New Commercial Retail Building - \$6M
- HISD Rusk Elementary, Houston, TX, New Addition to Existing campus - \$6M

Assistant Project Manager, *Satterfield & Pontikes Construction, Inc.*

- Port of Houston Phase 3 Entry & Exit Gate Facility, New 20-acre paving, building, canopies & support for intermodal trucking facility - \$33M
- Port of Houston Maintenance & Repair Building, New repair facility & office space - \$14M
- Pearland ISD Glenda Dawson High School, New high school campus with athletic fields - \$54M
- Remodels on post Hurricane Katrina schools in greater New Orleans area including Cohen High School, Martin Luther King Elementary School, Our Lady of Lourdes School, Booker T. Washington High School along with emergency board up / fence up contract for a 15 school package.

EDUCATION

2000-2002

North Harris Montgomery Community College District, Houston, TX
Studied broad range of subjects including core courses, web development, excel and other basics which provide a solid foundation of knowledge.

OTHER

Member of 2016 Leadership AGC Program, a program including 15 members from the Houston area construction industry to participate in courses designed to educate the participants on a multitude of high level leadership concepts, networking, teamwork, etc.

John E. Boatman Jr.
29571 Clover Shore Drive
Spring, Texas 77386
281-658-5797
jboatman@tlccon.net

EXECUTIVE SUMMARY

Project Manager & Estimator with over 11 years of construction experience with concentrations in General Contracting & Heavy Civil Construction. Graduate of Louisiana State University (LSU) with a Bachelor's degree in Construction Management including internships in Mechanical, Heavy Civil Construction & General Contracting.

EDUCATION

Northlake Christian School	Covington, La.	High School	3.5 Overall GPA	
Louisiana State University	Baton Rouge, La.	College	3.0 Overall GPA (3.5 Core GPA)	Bachelor's in CM

COURSE WORK

Scheduling, Residential Estimating, Commercial Estimating, Highway Estimating, Structures, Physics, Chemistry, Economics, Construction Law, Materials & Methods, Surveying.

QUALITIES

Family Oriented, Management, Scheduling, Planning, Estimating, Communication, Networking, Leadership, Creative, Selfless, Flexible, Team Focused, Dedicated, Honest, Loyal, Strong Work Ethic, Self-Motivating, Good Listener.

HOBBIES

Basketball, Baseball, Fishing, Golfing, Spending Time with Family, Fantasy Sports, Mardi Gras Parade Member.

TECHNICAL SKILLS

AutoCAD, Bluebeam, Earthworks Pro, Primavera, Excel, Work, Access, Powerpoint, Pay Dirt, Sure Trak, Adobe, Procore, Power Tools, Amtek, Captrac, Roctek, Timberline, BIM, D-Profiler, CAD Pipe, CAD Duct.

EMPLOYMENT TIMELINE

Triton Mechanical, LLC.	New Orleans, La.	Internship	Summer 2005
Barriere Construction	New Orleans, La.	Internship	Summer 2006
EE Reed Construction, LP	Houston, Tx.	Internship	Summer 2007
Miner-Dederick Construction	Houston, Tx.	Junior Estimator	2008 (1 Year)
Satterfield & Pontikes Construction, Inc.	Houston, Tx.	Senior Estimator & Assistant PM	2009-2016 (8 Years)
TLC Trucking & Contracting, Inc.	Houston, Tx.	Estimator & Project Manager	2017-Now (2 Years)

EMPLOYMENT – TLC TRUCKING & CONTRACTING, INC. – 2017 – Present

Currently holding positions as an Estimator & Project Manager. Estimating responsibilities include but not limited to: soliciting for subcontractor/supplier quotes, build estimates, review of the bidding documents, compose a list of bid deliverables, evaluate manpower & equipment for each task, perform quantity takeoffs (excavation, embankment, sanitary sewer, water distribution, storm sewer, asphalt

paving, concrete, soil stabilization, base course), visit jobsites prior to bidding, attend pre-bids, submit proposals to owners, compose bid qualifications (inclusions/exclusions), compile historical cost of past projects for reference, cultivating relationships with subcontractors & suppliers, develop template documents for estimating efficiency. Project Management responsibilities include but not limited to: writing subcontracts and purchase orders, review/process submittals, submit RFIs, build/update project schedules, participate in progress meetings with Owners, compose requests for change orders, cost analyzation, profit forecasting, invoice approval, submit payment applications, ordering materials, track weather impact days, review SWPPP Inspections, take site walks to review overall cleanliness/safety of the project, carefully review plans & specifications for quality control compliance, approve labor & equipment timesheets, reporting, cultivate relationships with Owners & Engineers.

Here is a list of projects I have been assigned to since joining TLC in 2017:

Harvest Green Detention Pond Phase III	Project Manager	\$1.0M
Augusta Woods Retail Center	Project Manager	\$750K
Covington Woods A-22 Trunk line	Project Manager	\$1.5M
Fish Creek Thoroughfare	Estimator & Project Manager	\$2.2M
Egypt Lane Road Widening	Project Manager	\$2.0M
The Woods of Conroe Section III	Estimator & Project Manager	\$2.3M
The East Aldine Town Center Infrastructure	Estimator & Project Manager	\$7.5M
The East Aldine Town Center Turn Lane	Estimator & Project Manager	\$1.2M
Fenn Road Improvements	Estimator & Project Manager	\$1.7M
Archley Drive Reconstruction	Estimator & Project Manager	\$1.5M
HEB Right Turn Lane & Driveway Fry Road	Estimator & Project Manager	\$350K
Port of Houston Rail Spur	Estimator & Project Manager	\$1.5M

EMPLOYMENT – SATTERFIELD & PONTIKES CONSTRUCTION – 2009-2016

The first 5 years of employment worked as an Estimator. Starting as a Junior Estimator and working up to a Senior Estimator. During employment was one of the youngest Senior Estimators working for the company. Estimated projects ranging in size from \$1,000,000.00 to \$150,000,000.00. During employment was the lead estimator on 2 of the company's largest projects (\$120,000,000.00 Cy-Fair High School No. 11) & (\$150,000,000.00 Klein High School No. 5). Would compose a bid day team of about one dozen employees to receive bids on bid day. Would lead an internal plan flip meeting with all bid day team members. Performed takeoffs (Earthwork, Site Utilities, Concrete, & Rough Carpentry). Would compose General Conditions estimate. While employed would partake in Career Day at Louisiana State University in Baton Rough interviewing potential new hire candidates. Would lead an annual Estimating training for all new hires & interns. Partake in network events and golf tournaments to build relationships with vendors and potential clients. The last 3 years of employment served as one of the Project Managers on the Klein High School No. 5 Project. The jobsite was approximately 100 acres and the school building was approximately 1,000,000 sf. Managed subcontracts for Earthwork, Site Utilities, Concrete, Landscaping, Irrigation, Fencing, Tree Preservation, Masonry, Rough Carpentry, Roofing, Thermal Protection, Glass, Doors, Skylights, Drywall, Wall Paneling, Acoustical, Painting, Finishes, Swimming Pool, Football Competitions & Practice Fields, Baseball Field, Softball Field, Soccer Field. Meet with Subcontractors on a weekly basis to review RFIs, submittals, change orders, and schedule. Performed weekly safety walks. Partake in weekly Owner's Meetings and Bi-Weekly BIM

(Building Information Modeling) Coordination Meetings. During employment completed OSHA 30 Hour training.

EMPLOYMENT - MINER DEDERICK CONSTRUCTION (NO LONGER IN BUSINESS) – 2008

Worked as an entry level Junior Estimator underneath the tutelage of the Chief Estimator. Job responsibilities included: soliciting subcontractors for bids, quantity takeoffs (Earthwork, Rough Carpentry, Concrete). Learned how to use Earthworks Pro to estimate Cut & Fill quantities, served as the companies primary Earthwork Takeoff specialist. Attended a 1-week training seminar held in Dallas led by Beck Technologies to learn how to use "D-Profiler" a 3D modeling software. Used "D-Profiler" to build models to review with Owners. After one year of service was released from employment due to the company's financial difficulties. In 2009, Miner-Dederick Construction officially went out of business.

EMPLOYMENT – EE REED CONSTRUCTION – SUMMER 2007

Worked as an intern common laborer on the Energy Tower II project near Kirkwood. Work responsibilities included directing concrete trucks, pumping water, cleaning up trash in the building, wrecking/erecting temporary shoring for pan decks, cleaning up rebar tie wire and debris out of the metal pan forms prior to pouring concrete. This internship taught me the value of hard work, what it was like working for a General Contractor, and what a summer in Houston, TX felt like.

EMPLOYMENT – BARRIERE CONSTRUCTION – SUMMER 2006

Worked half of the summer as an Estimator and the other half of the summer as a Field Engineer. As an Estimator I helped the Chief Estimator by performing Earthwork takeoffs using a program called Pay-Dirt. On one occasion I went out into the field and performed an existing topo and integrated the topo into the Earthwork software to get an accurate Earthwork takeoff. I setup a base station and used a portable GPS unit to obtain the existing elevations for the topo. I also estimated Site Utilities, Asphalt Paving and solicited bids for Concrete work. As a Field Engineer, I worked on a Wal-Mart Distribution Parking Lot Expansion. The project included: SWPPP Installation, Storm Sewer, Soil Stabilization, Base Course, and Concrete Paving. Assisted with checking grade, gathered and assembled small tools for the crews, repaired silt fencing and inlet protection, kept track of crew and equipment hours, managed a productivity log, received delivery tickets, report progress to the Superintendent, and would clean the project site. This internship taught me the importance of how the balance of experience in the field and in the office was extremely important to my development.

EMPLOYMENT – TRITON MECHANICAL – SUMMER 2005

Worked side by side with the Owner of the company, primarily in the office. My job responsibilities included performing mechanical piping and ductwork takeoffs using a program called "CAD Pipe & CAD Duct", checking on the workers and the projects, attending Owner's meetings, ordering material, delivering material and tools to projects, delivering payroll, picking up blueprints, laying off workers, attending pre-bids, and delivering proposals. This internship was my first exposure to working in the construction industry and was eye opening to the opportunities that were possible. It also taught me the fundamentals of how union labor worked as well as the values of how to make sure that your workers have the right tools, equipment, and materials they need to stay productive.

REFERENCES

1. Cecil Zachry – Senior Project Manager – Satterfield & Pontikes Construction
2. David Webb – Vice President – Satterfield & Pontikes Construction
3. Charlie Fote – Business Unit Leader – Satterfield & Pontikes Construction
4. Kenneth Smith – Vice President – Satterfield & Pontikes Construction
5. Art Theriot – Vice President of Preconstruction – Satterfield & Pontikes Construction
6. John Marshall – Marketing Director – Satterfield & Pontikes Construction
7. James Roman – Engineer - Big Red Dog Engineering
8. Jose Espinosa – Engineer – Bleyl Engineering
9. Efrain Him – Engineer – HDR Engineering
10. Robert Garner – President – Ace Services

Humberto Guzman

Innovation Safety Solutions

P O Box 110 La Marque Texas 77568
beto@isshouston.com

OBJECTIVE:

To secure a position with a growth-oriented company that will utilize my interpersonal, management, safety, organizational and technical skills, including my diverse employment background and bilingual fluency in English and Spanish.

CAREER SUMMARY

- 18 years of solid, high level performance in planning, implementing, researching, and organizing a multitude of safety management disciplines including but not limited to: program development and implementation, hazard assessment and development of job hazard safety analysis, accident and incident investigation, OSHA interpretation and record keeping, claims management, focused audits, orientations, and on-site inspections.
- Construction safety management experience includes; construction and demolition in General industry and Construction industry standards.

SKILLS

Professional skills developed over a 18-year career:

- Personnel management: site and corporate level.
- Job Hazard Safety Analysis: pre-job and task-specific hazard analysis and development of site-specific safety procedures and action plans.

Pre-planning: review look-a head's with construction management to identify and address safety hazards as the project evolves.

- Create safety programs and procedures: respiratory protection, fall protection, hazard communication, control of hazardous energy (LOTO), permits required confined space, excavation, etc.
- Develop training modules and conduct training: OSHA 10 and 30 hours Outreach Training, site specific orientations, hazard recognition.
- Effective communication with facility management: meet site-specific safety requirements, integrate existing and site specific safety programs, procedures, and documentation.
- Methods of incident / accident investigation: Taproot Root Cause Analysis, implement corrective action plan (re-engineer, administrative, PPE requirements).

- Case management: work with local medical providers to establish an understanding of OSHA PART 1904 and ensure effective, quality treatment.
- BBSO: implement and manage behavior based safety observation programs.
- Field inspection: identify, track, and correct hazardous conditions and acts.
- Utilize “coaching” method to explain and correct hazards and unsafe acts.
- Safety Meetings: relevant, educational, and job-focused information to promote a safety culture of individually and collectively recognizing and correcting hazards.
- Computer – Microsoft Office, Windows, windows XP

EXPERIENCE:

2006-2007 SAFETY MANAGER

Innovation Safety Solutions

- Maintain site-wide industrial HSE programs and policies.
- Plan and execute the functions of the project HSE department.
- Plan and execute the HSE department’s activities.
- Assure timely investigations, inspections, and reporting of HSE matters within the project.
- Develop, upgrade, and manage HSE programs, including awards and recognition programs.
- Provide regulatory interface.
- Represent company in and or outside the HSE organization.
- Participate in monitoring and controlling HSE standards and applicable laws and regulations.
- Create and administer orientation program for project employees in English and Spanish.
- Maintain records, reports, and documents to meet company and or regulatory requirements.
- Conduct investigations of project incidents that may result in litigation; obtain and protect collected data.
- Maintain liaison with owners’ representatives, insurance carriers, the community, and the corporate HSE group.
- Establish specifications for HSE and fire protection equipment.
- Create, evaluate, and administer company policies and procedures concerning HSE matters.

2010-Present Director of Operations/OWNER

Innovation Safety Solutions

- 10 and 30 hr. training in both English and Spanish.
- Audits on all projects, construction sites.
- Responsible for oversight of the Houston area consultants.
- Sales coordination and new clients in for of Public relations.
- ISN certified technician for all company ISN client relations, currently managing 6 clients of ISN website grading.
- Manage day-day operations of 5 Houston area consultants and the status of 207 Houston area clients in relation to customer service safety management and compliance of OSHA regulations.
- Day to day safety consultant and office operations

2008-2010 Houston area Supervisor

Engineering safety Consultants

- 10 and 30 hr. training in both English and Spanish.
- Audits on all projects, construction sites.
- Responsible for oversight of the Houston area consultants.
- Sales coordination and new clients in for of Public relations.
- ISN certified technician for all company ISN client relations, currently managing 44 clients of ISN website grading.
- Responsible for UTMB projects since Oct, 2008 to present conducting inspections and loss preventions assistance.
- Currently the on ROCIP projects to provide assistance for the Owner Controlled Insurance Program (ROCIP) for all contractors at UT Projects. Working in support of the Design/Build construction management team responsible for development of site-wide procedures, implementation of said procedures, and oversight of safety and health performance by contractors. Representing the client to monitor safety performance, administer safety qualification procedures and provide assistance for the Owner Controlled Insurance Program (ROCIP) for all contractors.
- Manage day-day operations of 8 Houston area consultants and the status of 135 Houston area clients in relation to customer service safety management and compliance of OSHA regulations.

2006-2007 SAFETY MANAGER

Star Operations LLC

- Maintain site-wide industrial HSE programs and policies.
- Plan and execute the functions of the project HSE department.

- Plan and execute the HSE department's activities.
- Assure timely investigations, inspections, and reporting of HSE matters within the project.
- Develop, upgrade, and manage HSE programs, including awards and recognition programs.
- Provide regulatory interface.
- Represent company in and or outside the HSE organization.
- Participate in monitoring and controlling HSE standards and applicable laws and regulations.
- Create and administer orientation program for project employees in English and Spanish.
- Maintain records, reports, and documents to meet company and or regulatory requirements.
- Conduct investigations of project incidents that may result in litigation; obtain and protect collected data.
- Maintain liaison with owners' representatives, insurance carriers, the community, and the corporate HSE group.
- Establish specifications for HSE and fire protection equipment.
- Create, evaluate, and administer company policies and procedures concerning HSE matters.

2005-2006 SAFETY SUPERVISOR

Bosquez Electric LLC

- Using my bi-lingual skills in translations of daily safety toolbox talks, monthly all-hands meetings, and daily field advisories, training of MSDS and corporate policies and procedures.
- Daily safety audits, instituting a Safety Committee of all trades to work as a team.
- Chair the weekly Safety Committee meeting, presenting the current issues and needs.

2003-2004 HSE LEAD FIELD ADVISOR/ Superintendent

SAECO Electric

- Provided oversight for all OSHA safety management regulations
- Working in support of the Design/Build construction management team responsible for development of site-wide procedures, implementation of said procedures, and oversight of safety and health performance by workers and contractors. Representing the client to monitor safety performance, administer safety.

- Participated in the development of relevant safety training sessions provided to both management and general workforce populations.
- Instrumental in the development and instruction of safety orientation training sessions provided to all crafts persons.
- Capitalized on my Bilingual proficiency in both English and Spanish (the predominant language for over 80% of the workforce peaking at over 300).

2001-2003 Supervisor/ Safety /Superintendent

G Carter Construction Company

- Responsible for all the job making decisions. Assured that materials were on hand and available to complete the projects.
- Responsible for coordination and direction of daily toolbox talks.
- Responsible for overseeing job tasks and managing
- Responsible for site orientation safety training.
- Acted as the direct liaison to job superintendent.
- Responsible for enforcement of OSHA and client safety regulations.
- Responsible for leading the efforts of the crews in the completion of daily Safety Plans of Action and ensuring compliance during implementation of work tasks.
- Responsible for providing Safety Training.
- Incident investigations Root Cause training

EDUCATION:

- 1990-1994 Reagan High School- Austin Texas**
- 2005 Journeyman license obtained (canceled Aug-2009)**
- 2006 OSHA 10 and 30 Completed Construction Industry**
- 2007 Forklift, Backhoe, Fall Protection, Confined space, trenching and excavation courses completed.**
- 2007 American Heart Association- Instructor certification**
- 2007 OSHA 500 instructor certified- currently active**
- 2009 SAIA- fall protection train the trainer certification completed**
- 2009 SAIA- Confined space entry supervisor-train the trainer-Certification**
- 2009 SAIA- Rescue Supervisor- Train the trainer- Certification**
- 2009 Aerial Lift platforms- Train the trainer- certification**
- 2010 Scaffold Training Institute- Train the Trainer certification complete**
- 2010 Marsh Insurance and associates- Accident reporting course-Completed**

2010 Medic First aid- Instructor- Currently active.
2010 Speed Shore- Train the trainer in Trenching and Excavation genetics
2012 I S Net world- certified website account management Consultant
2012 OSHA 30 Hour General Industry course Completed –Certificate
2012 Engineering safety consultants- Crane standards-Train the trainer
2012 IS Net world- Certified website management consultant.
2012 DISA approved service User
2012 Houston Area Safety Council- Basic plus course completion card
2013 Crane and Rigging Train the trainer
2013 Scaffold train the trainer
2013 GHS/SDS safety training

LICENSES & CERTIFICATIONS:

- OSHA 30hr General Industry Safety and Health
- - OSHA 10hr Construction Safety and Health-Department of Labor
- - OSHA Confined spaces
- - OSHA Excavation
- -OSHA 500 Instructor Construction Industry
- -OSHA 510 Construction Standards
- -OSHA 511 General Industry Standards
- -HASC Basic Plus
- - PEC Safe land Safety
- - CPR/First Aid Training
- -Train-The-Trainer- Aerial Lift Platforms
- -Train-The-Trainer- Forklift Operator
- -Train-The-Trainer- Fall Protection Instructor
- -Train-The-Trainer- Rigging and Signal; Person Instructor
- -Train-The-Trainer- Aerial Lift Platforms
- -Train-The-Trainer- Construction Cranes Operator
- -American Heart Association- First Aid/CPR instructor
- -ISN Networkd Certified Consultant/Trainer

References upon request.

**TLC Construction Contract Services
List of Ongoing & Completed Projects**

The list below represents major construction projects that TLC Construction Contract Services has completed:

Name of Project	Project Location	Owner	Contact Name & Number	Engineer	Type of Work	Contract Amount	Completion Date
Bayport Terminal Complex - Maintenance & Repair Building	Bayport Container Terminal 12619 Port Road Pasadena, Texas, 77586	The Port of Houston Authority 111 East Loop North Houston, TX. 77029	Brock Lewis 713-670-2400	Hermes Architects 7915 Westglen Dr. Houston, TX 77063	Construction of the Maintenance & Repair Facility for the Bayport Facility - excavate 80,000 CY spoil pond for fill at project site, underground storm sewer, underground water distribution, underground sanitary sewer, building pad & soil stabilization	\$2,400,000.00	Mar-11
Bayport Terminal Complex - Administration Building	Bayport Container Terminal 12619 Port Road Pasadena, Texas, 77586	The Port of Houston Authority 111 East Loop North Houston, TX. 77029	Brock Lewis 713-670-2400	Kirksey 6909 Portwest Dr. Houston, TX 77024	Construction of the Administration Building for the Bayport Facility - excavate 30,000 CY from spoil pond for fill at project site, underground utilities, building pad & soil stabilization	\$800,000.00	Mar-11
Bayport Terminal Complex - Entry/Exit Gate	Bayport Container Terminal 12619 Port Road Pasadena, Texas, 77586	The Port of Houston Authority 111 East Loop North Houston, TX. 77029	Brock Lewis 713-670-2400	RPS Klotz Associates 1160 N. Dairy Ashford Suite 500 Houston, TX 77079	Construction of Container Trucks for the Bayport Facility - 225,000 CY detention pond excavation, underground storm sewer, underground water distribution, underground sanitary sewer, soil stabilization, concrete structures, drainage layer, geotextile fabric, cement stabilized base, asphalt pavement, conventional concrete & roller compacted concrete	\$16,950,000.00	Jan-13
Grand San Jacinto	Liberty County, Texas	Colony Ridge 613 Rosen Arcola, TX 77583	Trey Harris 281-431-9004	Landplan Engineering 25325 Burough Park Drive, Suite 130 The Woodlands, TX 77380	Neighborhood Road Construction - earthwork & soil stabilization over 10 miles of roadway	\$315,000.00	Jan-15
SLC Realty & Leasing, II, LLC. - Sitework	2803 East Richey Road Houston, TX.	Buvinghausen, Inc. 3119 Willowcreek Lane Katy, TX. 77494 Bill Buvinghausen 281-380-0127	Bill Buvinghausen 281-380-027	Dev-Tex Engineering 11210 Steeplecrest Dr, Suite 200 Houston, TX 77065	Commercial Construction - excavate 40,000 CY detention pond, 40,000 CY building pad, underground storm sewer, underground water distribution, underground sanitary sewer, soil stabilization, cement treated base, concrete paving and slab-on-grade, concrete belled piers, grade beams, slab-on-grade and concrete paving	\$2,298,992.00	Dec-15
US Army Corp of Engineers - Barker & Addicks Reservoir Parking Lot	Near Addicks & Barker Reservoirs	US Army Corp of Engineers	Not Available	N/A	Parking Lot Construction - dirtwork, crushed concrete base and asphalt paving	\$320,000.00	Dec-15
City of Piney Point	Beinhorn Road	City of Piney Point 7676 Woodway, Suite 300 Houston, TX. 77063	Mike Peloquin 713-230-8704	HDR Engineering, Inc. 4828 Loop Central Dr., Suite 800 Houston, TX 77081	Road Construction - reclamation of existing asphalt roadway & asphalt overlay	\$350,000	Jan-16
Shepherd Drive Road Improvements	Near the intersection of Shepherd Road & Memorial Drive in Houston, Texas	City of Houston 901 Bagby Houston, TX. 77002	Worked as a Subcontractor	City of Houston Engineering	Road Construction - milling & asphalt overlay	\$180,000.00	Mar-16
Turn Lane I-45 South Frontage Road	Near the intersection of Hollard Drive and I-45 South in Texas City, Texas	Galveston County MUD #54 / LGI Homes, LLC. 713-436-6951	Chuck Birt 281-451-4032	Jones & Carter 22330 Merchants Way, Suite 170 Katy, TX 77449	Road Construction - earthwork, soil stabilization & asphalt paving	\$220,000	Apr-16
Newport Section #8	Newport Neighborhood Section #8 Crosby, Texas	Friendswood Development Company	Ethan Springer 281-874-2955	LJA Engineering, Inc. 2929 Briarpark Drive Suite 600 Houston, TX 77042	Detention Pond Construction - detention pond excavation (50,000 CY) & underground storm sewer	\$350,000	May-16
Box Culvert Bridge for Road Construction at Cypress N. Houston	1 Mile West of the Barker Cypress & Cypress N. Houston intersection Cypress, Texas	Harris County Engineering 1001 Preston 7th Floor Houston, TX. Rich Elwood 713-376-8350	Rich Elwood 713-376-8350	Tetra Tech - Houston, TX	Bridge Construction - precast storm sewer box culvert, dirtwork & concrete paving	\$600,000	May-16
Atascocita High School Detention Pond Improvements	Atascocita High School 13330 Will Clayton Parkway Humble, Texas	Humble ISD 20200 Eastway Village Drive Humble, TX 77338	Kenney Kendrick 281-641-8748	PBK Civil 11 Greenway Plaza, 22nd Floor Houston, TX 77046	Detention Pond Construction - detention pond excavation (45,000 CY) & underground storm sewer	\$500,000	Jun-16
Harris County Krenek Road Mill & Overlay	Krenek Road between FM 2100 & US 90	Harris County Engineering 1001 Preston 7th Floor Houston, TX. Rich Elwood 713-376-8350	Rich Elwood 713-376-8350	Freese and Nichols 10497 Town and Country Way Suite 600 Houston, TX 77024	Road Construction - road widening, asphalt milling & asphalt overlay	\$616,000	Aug-16

**TLC Construction Contract Services
List of Ongoing & Completed Projects**

East Aldine Town Center - Site Preparation 61.6 Acre Tract	Houston, TX	East Aldine Management District 5333 Aldine Mail Route Houston, TX. 77039	Richard Cantu 832-392-2547	PGAL 3131 Briarpark Dr., Suite 200 Houston, TX 77042 Landscape Engineering	Sitework Preparation - Clear 61.6 Acre Tract & Haul Off 450,000 CY of dirt	\$3,500,000	Jan-17
Camino Real	Liberty County, Texas	Colony Ridge 613 Rosen Arcola, TX 77583	Trey Harris 281-431-9004	25325 Burough Park Drive, Suite 130 The Woodlands, TX 77380	Neighborhood Road Construction - earthwork & soil stabilization over 30 miles of roadway	\$625,000	Feb-17
Liberty County CR #2331 Realignment	Dayton, TX	Liberty County 1923 Sam Houston Liberty, TX 77575	Louis Bergman 936-336-4558	Schaumburg & Polk 8865 College Street Beaumont, TX 77707	Road Construction - earthwork, underground utilities, soil stabilization, base, asphalt & concrete	\$563,000	Apr-17
Enterprise Products - FM 1942 Widening of Roadway at Hadden RD	Mont Belvieu, TX	Enterprise Products P.O. Box 4735 Houston, TX 77210	Larry Yell 713-381-462	LJA Engineering, Inc. 2929 Briarpark Drive Suite 600 Houston, TX 77042	Road Construction - earthwork, underground utilities, soil stabilization, base, asphalt & concrete	\$750,000	May-17
City of Willis Asphalt Paving	Willis, TX	City of Willis 200 North Bell Willis, TX	Working as a Subcontractor	Blyel & Associates 100 Nugent Street Conroe, TX 77301	Asphalt Paving & Base	\$897,000	May-17
Enterprise Products - FM 565 Extension	Mont Belvieu, TX	Enterprise Products P.O. Box 4735 Houston, TX 77210	Larry Yell 713-381-462	LJA Engineering, Inc. 2929 Briarpark Drive Suite 600 Houston, TX 77042	Road Construction - earthwork, soil stabilization, base & concrete paving	\$1,600,000	May-17
Harris County Eldridge Parkway Pavement Reconstruction	Eldridge Parkway Between Alief-Clodine & Bellaire Blvd.	Harris County Engineering 1001 Preston 7th Floor Houston, TX. Rich Elwood 713-376-8350	Rich Elwood 713-376-8350	AIA Engineers, LT. 15310 Park Row Houston, TX 77084	Road Construction - concrete paving removal, roadway excavation, soil stabilization and concrete pavement	\$802,270.00	Jun-17
Beltway 8 & Ella Blvd Traffic Signal & Roadway Improvements	Houston, TX	Harris County MUD #406	Worked as a Subcontractor	BGE 10777 Westheimer, Suite 400 Houston, TX 77042	Road Construction - earthwork, soil stabilization, base & concrete	\$365,000.00	Jun-17
Harvest Green Phase II Detention Pond	Katy, TX	Grand Parkway 1358 / FMCMUD #134D	David Houge 281-494-0200	Jones & Carter 22330 Merchants Way, Suite 170 Katy, TX 77449	Detention Pond Construction - detention pond excavation (150,000 CY) & underground storm sewer	\$1,031,000	Jun-17
City of Houston Sanitary Sewer Improvements West University Houston, TX.	West University Residential Streets	City of Houston 901 Bagby Houston, TX. 77002 Zachry Industrial, Inc.	Worked as a Subcontractor	City of Houston Engineering	Road Construction - asphalt milling, asphalt pavement, soil stabilization and concrete paving	\$1,282,000	Jul-17
CP Chemical Company - Polyethylene Plant	Old Ocean, Texas	527 Logwood San Antonio, TX 78224-0138	Julie Inman	Zachry Engineering Company	Road Construction - earthwork, soil stabilization, base and asphalt paving (60,000 tons)	\$10,000,000	Sep-17
Hidden Creek Detention Pond	Conroe, TX	Hidden Creek Development LLC	Bob Hudson	Provident Engineers, Inc.	Detention pond excavation (90,000 CY), embankment, slope paving, swppp, rip rap, seeding, sodding.	\$247,895	Sep-17
FM 1463 Turn Lane	Fulshear, TX	Fort Bend MUD #169	Brent Fields 281-558-8700	BGE 10777 Westheimer, Suite 400 Houston, TX 77042	Road Construction - earthwork, underground utilities, soil stabilization, base, asphalt & concrete	\$465,000.00	Oct-17
Augusta Woods	Spring, TX	Northwest Harris County MUD #19	James Roman 832-730-1901	Big Red Dog 2500 Summer Street, Suite 2100 Houston, TX 77007	Commercial Site Construction - Clearing, underground utilities & earthwork	\$920,000	Nov-17
Thousand Trails Full Depth Reclamation	Conroe, TX	Thousand Trails RV Park	Ken Walker	Blyel & Associates 100 Nugent Street Conroe, TX 77301	Reclaim and place existing road base, soil stabilization, site demolition, asphalt paving.	\$384,920	Nov-17
Thousand Trails East Section	Conroe, TX	Thousand Trails RV Park	Ken Walker	Blyel & Associates 100 Nugent Street Conroe, TX 77301	Road Construction - soil stabilization, flexible base & asphalt paving	\$293,500	Nov-17
Covington Woods A-22 Bournewood Trunk Line	Sugarland, TX	City of Sugarland 2700 Town Center Blvd North Sugarland, TX 77479	Working as a Subcontractor	HDR Engineering, Inc. 4828 Loop Central Dr., Suite 800 Houston, TX 77081	Road Construction - soil stabilization and concrete paving	\$1,650,000	Mar-18

**TLC Construction Contract Services
List of Ongoing & Completed Projects**

Fish Creek Thoroughfare Expansion	Conroe, TX	Montgomery County, Precinct #2 19110 Unit Park Drive Magnolia, TX 77355	Jeff Johnson 936-539-7816	Blyel & Associates 100 Nugent Street Conroe, TX 77301	Road Construction, storm sewer, excavation, embankment, soil stabilization, asphalt paving.	\$2,188,816	Mar-18
Drainage Facilities, Paving & Appurtenances for Egypt Lane	Magnolia, TX	Westwood Magnolia Parkway District	Rick Kronenberger 713-953-5200	LJA Engineering, Inc. 2929 Briarpark Drive Suite 600 Houston, TX 77042	Road Construction - underground utilities, earthwork, soil stabilization, base & concrete paving	\$1,941,500	Jan-19
CI Actuation Concrete Laydown Yard	2803 East Richey Road Houston, TX.	Buvinghausen, Inc. 3119 Willowcreek Lane Katy, TX. 77494 Bill Buvinghausen 281-380-0127	Bill Buvinghausen 281-380-027	G&G Engineering, LLC.	Commercial Construction - 2 acres of 12" concrete paving with associated soil stabilization, 2 acres of soil stabilization and base laydown yard	\$1,300,000	Apr-19
East Aldine Town Center Road & Detention Pond Construction	Houston, TX	Harris County Precinct No. 2 1001 Preston, Suite 670 Houston, TX 77002	Julia Bond 713-755-5036	PGAL 3131 Briarpark Dr., Suite 200 Houston, TX 77042	Road Construction, storm sewer, sanitary sewer, water distribution, ductbank, detention pond construction (150,000 CY), channel widening and regrading, concrete paving, lime stabilization, landscaping, irrigation, vehicular/pedestrian bridges.	\$7,713,270	Jun-19
East Aldine Town Center Turn Lane Construction	Houston, TX	Harris County Precinct No. 2 1001 Preston, Suite 670 Houston, TX 77002	Julia Bond 713-755-5036	Harris County Engineering	Road Widening of Aldine Mail Route Road, asphalt paving, base course, soil stabilization, site demolition, traffic signalization, storm sewer.	\$1,272,039	Jun-19
Archley Drive Reconstruction, Friarcreek Sanitary Sewer Rehabilitation & Burkhart Road Water Line Replacement	Houston, TX	City of Hillshire Village	Susan Blevins	HDR Engineering, Inc. 4828 Loop Central Dr., Suite 800 Houston, TX 77081	Road Construction - underground utilities, earthwork, soil stabilization, base, asphalt paving, concrete paving & pipe bursting	\$1,590,000	Aug-19
Right Turn Lane on The Grand Parkway	Spring, TX	Montgomery County MUD #105	Bill Zollman	Costello, Inc. 2107 City West Blvd 3rd Floor Houston, Texas 77042	Road Construction - roadway excavation & asphalt paving	\$200,000	Aug-19
Sunset Crossing Left Turn Lane Facilities	Rosenberg, Texas	Fort Bend County MUD #218	Michael Bohm	Pape Dawson 10350 Richmond Ave., Suite 200 Houston, Texas 77042	Roadway Widening - earthwork, demolition, concrete structures, asphalt milling and asphalt paving	\$575,000	Nov-19

**TLC Construction Contract Services
List of Ongoing & Completed Projects**

The list below represents work that TLC Construction Contract Services is currently engaged in completing:

Name of Project	Project Location	Owner	Project Contact	Engineer	Type of Work	Contract Amount	Percent Complete
Freeport LNG Plant Expansion Trains 1 & 2	Freeport, Texas	FLNG Liquefaction, LLC.	John Germain	Zachry Engineering Company	Plant Construction - earthwork, soil stabilization, base and asphalt paving (20,000 tons)	\$3,900,000	99%
Freeport LNG Plant Expansion Train 3	Freeport, Texas	FLNG Liquefaction, LLC.	John Germain	Zachry Engineering Company	Plant Construction - earthwork, soil stabilization, base and asphalt paving (10,000 tons)	\$1,240,573	99%
Lyondell Chemical Company PO/TBA	Channelview, Texas	Lyondell Chemical Company	Bill Young	G&G Engineering, LLC.	Road Widening/Turn Lane - earthwork, soil stabilization, base, storm sewer and asphalt paving	\$2,300,000	50%
Drainage Facilities, Paving & Appurtenances for Fenn Road	Arcola, TX	Poarch/Swinbank	Don Poarch	Texas Engineering and Mapping 1278 Century Drive Stafford, TX 77477	Road Construction - underground utilities, earthwork, soil stabilization, base, asphalt paving, concrete paving & pipe bursting	\$1,590,000	95%
Magnolia Transit Center	Houston, Texas	Metro Houston	Damon Gonzalez	Midtown Engineers, LLC. 5225 Katy Freeway, Suite 400 Houston, TX 77007	Commercial Construction - underground utilities and sitework preparation	\$450,000	95%
Bayport Terminal Complex - Container Yard #7	Bayport Container Terminal	The Port of Houston Authority 111 East Loop North Houston, TX. 77029	Worked As Subcontractor	RPS Klotz Associates 1160 N. Dairy Ashford Suite 500 Houston, TX 77079	Construction of the Bayport Container Yard #7 - underground water distribution and sanitary sewer	\$690,000	75%
Brazos Water Authority 2018 Plant Improvements Contract 1	Lake Jackson, Texas	Brazos Water Authority	Worked As Subcontractor	RPS Klotz Associates 9430 Research Blvd., Suite 1-200 Austin, Texas 78759	Construction of a 10M Gallon Water Tank - clear, grubbing, tank excavation, tank pad preparation and base	\$700,000	85%
City of Liberty Main B-Levee Repair	Liberty, Texas	City of Liberty	Damon Jones	Freese and Nichols, Inc. 10497 Town and Contry Way, Suite 600, Houston, TX 77024	Levee Repair - Excavation and Embankment of Levee Slopes, installation of Storm Drainage, installation of Sheet Piling	\$755,000	60%
Pavement Repair and Appurtenances to Serve the Aliana Development	Richmond, Texas	Fort Bend County MUD #134C	Orlando Huerta	LJA Engineering, Inc. 2929 Briarpark Dr. Suite 600 Houston, Texas 77042	Pavement Repair - Demoliton of exisitng concrete pavement and curb, base repair, and installation of new pavement and curb	\$2,260,000	30%
DN Tanks - Pollock Drive	Conroe, Texas	City of Conroe	Neil Moriwaki	Bleyl Engineering 100 Nugent Street Conroe, TX 77301	Site preparation, tank excavation and fill, site utilities, stabilized access areas	\$500,000	0%
East Aldine Management District Office	Houston, Texas	East Aldine Management District	Don Huml	PGAL	Site preparation, earthwork, utilities, and site stabilization	\$600,000	0%
FM 1093 Pavement Improvements at Polo Ranch Boulevard	Fulshear, Texas	Fort Bend County MUD #174	Everett Deao	LJA Engineering, Inc. 2929 Briarpark Dr. Suite 600 Houston, Texas 77042	Pavement Improvements - Remove and replace Asphalt and Base, lime stabilize subgrade, ditch regrading, and installation of storm sewer	\$263,000	99%
Drainage Facilities & Paving and Appurtenances to serve Instersection improvements to Fish Creek Thouroughfare (Noble Creens Section 1)	Conroe, Texas	Montgomery County MUD #113		LJA Engineering, Inc. 2929 Briarpark Dr. Suite 600 Houston, Texas 77042	Drainage and Pavement Installation - Installation of storm sewer drainage, asphalt pavement, concrete curb, and pavers. Repair exisiting pavement	\$200,000	0%

BID SCHEDULE
FORT BEND COUNTY DRAINAGE DISTRICT
EMERGENCY WATERSHED PROTECTION
WILLOW FORK OF BUFFALO BAYOU CHANNEL BANK STABILIZATION
PHASE 6-SITES NO. 100, 310, 311, 312, 313, 314, 315, 316 & 317

Base Item No.	Work or Material	Spec. No.	Quantity	Unit	Unit Price	Amount
1	Pollution Control	5	1-Job	Lump Sum	\$ 8,552.00	\$ 8,552.00
2	Sediment Filters	5	6459	Lin. Ft.	\$ 1.00	\$ 6,459.00
3	Construction Surveys	7	1-Job	Lump Sum	\$ 64,658.00	\$ 64,658.00
4	Mobilization and Demobilization	8	1-Job	Lump Sum	\$392,586.00	\$ 392,586.00
5	Removal of Water	11	1-Job	Lump Sum	\$ 39,834.00	\$ 39,834.00
6	Steel Sheet Pilings	13	154,727	Sq. Ft.	\$ 44.00	\$ 6,807,988.00
7	Drainfill	24	13,332	Cu. Yd.	\$ 46.00	\$ 613,272.00
8	Rock Riprap	61	13,634	Tons	\$ 79.00	\$ 1,077,086.00
9	Contractor Quality Control	94	1-Job	Lump Sum	\$ 82,554.00	\$ 82,554.00
10	Vegetation, Hydro Mulch Seeding	13	11	Acres	\$ 5,067.00	\$ 55,737.00
11	Site Preparation, Class A, Site 100	420	1-Job	Lump Sum	\$ 24,872.00	\$ 24,872.00
12	Site Preparation, Class I, Site 310	420	1-Job	Lump Sum	\$ 139,281.00	\$ 139,281.00
13	Site Preparation, Class H, Site 311	420	1-Job	Lump Sum	\$ 120,213.00	\$ 120,213.00
14	Site Preparation, Class C, Site 312	420	1-Job	Lump Sum	\$ 41,618.00	\$ 41,618.00
15	Site Preparation, Class C, Site 313	420	1-Job	Lump Sum	\$ 54,717.00	\$ 54,717.00
16	Site Preparation, Class G, Site 314	420	1-Job	Lump Sum	\$ 102,802.00	\$ 102,802.00
17	Site Preparation, Class G, Site 315	420	1-Job	Lump Sum	\$ 97,828.00	\$ 97,828.00
18	Site Preparation, Class A, Site 316	420	1-Job	Lump Sum	\$ 52,037.00	\$ 52,037.00
19	Site Preparation, Class F, Site 317	420	1-Job	Lump Sum	\$ 99,486.00	\$ 99,486.00
20	Concrete Block Mat	496	65,000	Sq. Ft.	\$ 6.35	\$ 412,750.00
Total						\$10,293,285.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 TLC Construction Contract Services
 Houston, TX United States

Certificate Number:
 2020-594659

Date Filed:
 03/03/2020

Date Acknowledged:
 03/10/2020

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 B20-063
 Emergency Watershed Protection-Willow Fork to Buffalo Bayou Channel Bank Stabilization, Phase 6

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

 Signature of authorized agent of contracting business entity
 (Declarant)