

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AGREEMENT FOR ON-CALL ENVIRONMENTAL SERVICES – FY 2021

THIS AGREEMENT is made and entered into by and between Fort Bend County Drainage District, (hereinafter “District”), a body corporate and politic under the laws of the State of Texas, and BIO-WEST, Inc. (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, District desires that Contractor provide various on-call environmental services for the 2021 Fiscal Year, including but limited to professional environmental reviews, waters of the United States delineations, and attending meetings that may relate to the Clean Water Act or Harbors Act, (hereinafter “Services”); and

WHEREAS, District has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

WHEREAS, District has determined Contractor is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and District and Contractor have negotiated to reach a fair and reasonable amount of compensation for the provision of such Services, as required under Chapter 2254 of the Texas Government Code; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

Contractor shall render Services to District as defined in the Scope of Services (attached hereto as Exhibit A).

Section 2. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of District, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of District, is incompetent or by his conduct becomes detrimental to the project shall, upon request of District, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is sixty thousand dollars and no/100 (\$60,000.00). In no case shall the amount paid by District under this Agreement exceed the Maximum Compensation without a written agreement executed by the parties.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by District.

3.3 District will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to District staff person designated by the District Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to District. District shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. District shall pay each such approved invoice within thirty (30) calendar days. District reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that District shall have available the total maximum sum of sixty thousand dollars and no/100 (\$60,000.00) specifically allocated to fully discharge any and all liabilities District may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that District may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed sixty thousand dollars and no/100 (\$60,000.00).

Section 5. Time of Performance

The time for performance of the Scope of Services by Contractor shall begin on October 1, 2020 and end no later than September 30, 2021. Contractor shall complete the tasks described in the Scope of Services (attached hereto as Exhibit A) within this time or within such additional time as may be extended by the District.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience – District may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 District may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the District in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to District's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from District specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the District in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, District shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to District. Contractor's final invoice for said services will be presented to and paid by District in the same manner set forth in Section 3 above.

7.4 If District terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of District upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to District on request.

Section 9. Inspection of Books and Records

Contractor will permit District, or any duly authorized agent of District, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. District's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

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

10.1.1 Workers' Compensation Insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.1.2 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.

10.1.3 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.

10.1.4 Business Automobile Liability insurance 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.

10.1.5 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 District and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of District and members of Commissioners Court.

10.3 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 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS DISTRICT AGAINST LOSSES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF DISTRICT'S REASONABLE ATTORNEYS FEES IN PROPORTION TO CONTRACTOR'S LIABILITY, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to District. Any and all information of any form obtained by Contractor or its employees or agents from District in the performance of this Agreement shall be deemed to be confidential information of District ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to District hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist District in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise District

immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with District in seeking injunctive or other equitable relief in the name of District or Contractor against any such person. Contractor agrees that, except as directed by District, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at District's request, Contractor will promptly turn over to District all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to District that is inadequately compensable in damages. Accordingly, District may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of District and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that District is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, District will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to District by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

Section 13. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of District and shall not be entitled to any of the privileges or benefits of District employment.

Section 14. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

District:	Fort Bend County Drainage District Attn: Chief Engineer 301 Jackson Street Rosenberg, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
Contractor:	BIO-WEST, Inc. Attn: Martin Heaney 1063 West 1400 North Logan, Utah 84321

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by District, Contractor shall furnish District with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Standard of Care

16.1 Contractor represents shall perform the Services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Further, Contractor shall perform the Services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

16.2 Contractor will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 17. Assignment

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the District's sovereign immunity.

Section 19. Successors and Assigns

District and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

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

Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

Section 25. Certain State Law Requirements for Contracts

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

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

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IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY DRAINAGE
DISTRICT

KP George
County Judge KP George

KP George, County Judge

12-1-2020

Date

BIO-WEST, INC

Martin Heaney

Authorized Agent- Signature

Martin Heaney

Authorized Agent- Printed Name

Vice President

Title

11-19-2020

Date

ATTEST:

Laura Richard

Laura Richard, County Clerk



REVIEWED BY:

Mark Vogler

Mark Vogler, P.E., Chief Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 60,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

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EXHIBIT A



October 28, 2020

Mr. Mark Vogler, P.E.
Fort Bend County Drainage District
1124 Blume Road
Rosenberg, Texas 77471

Re: On-Call Environmental Services – Various Projects in Fort Bend County
Fort Bend County Drainage District – Fort Bend County

Dear Mr. Vogler:

BIO-WEST, Inc. (BIO-WEST) is pleased to provide the Fort Bend County Drainage District this proposal and cost estimate to provide various on-call environmental services; these include but are not limited to professional environmental reviews, waters of the U.S. delineations, and attending meetings that may relate to the Clean Water Act or Rivers and Harbors Act. BIO-WEST will provide these services as requested by the Fort Bend County Drainage District throughout Fort Bend County.

Project Approach

Task 1

On-Call Environmental Services - BIO-WEST staff members will provide on-call environmental consulting services, including but not limited to: attending meetings (both on-site and in-office), conducting field visits to collect additional ecological or environmental data as needed, and provide professional guidance and written summaries of this guidance on topics of environmental concern regarding any actions the drainage district requests.

Estimated Costs

BIO-WEST proposes to provide Fort Bend County Drainage District these On-Call Environmental Services on a TIME AND MATERIALS basis with a cost limit not to exceed \$60,000. The 2020 BIO-WEST hourly billing rates are attached.

Non-labor charges will incur a 10% mark-up as a handling service fee.

You may authorize BIO-WEST to begin the work as proposed by signing the BIO-WEST terms and conditions. BIO-WEST will begin the work immediately after receiving the notice to proceed.

If you have any questions or comments, please call the BIO-WEST office at (832) 595-9064.

Sincerely,

Andy Boswell
Senior Project Manager & Senior Ecologist

Attachment 1: BIO-WEST Employee Hourly Rates

BIO-WEST, Inc.

2020-2021 Billing Rates

Title	Employee	Office	Supervisor	Commercial Billing Rate
Fisheries Biologist	Albrecht, Brandon	UT - LGN	BA	132.57
GIS Analyst	Allimore, Kyle	TX - RBG	MH	61.33
Human Resources	Biggs, Dana	UT - LGN	DO	101.71
Wildlife Biologist	Bostright, Patrick	TX - RR	EO	80.77
Wetland Specialist	Bozwell, Andrew	TX-RBG	MH	136.12
Environmental Planner	Busch, Glen	UT - LGN	AM	98.72
Wildlife Biologist	Buschow, Marissa	TX - RBG	MH	74.79
Environmental Analyst	Chanson, Blaise	UT - LGN	BC	132.57
Wildlife Biologist	Claustain, Matthew	TX - RBG	MH	134.62
Ecologist	Craig, Cody	TX - RR	EO	65.82
Landscape Architect	Crookston, Aaron	UT - LGN	CS	73.29
Landscape Architect	Davenport, Sandra	UT - LGN	CS	100.22
Environmental Technician	Dillard, Travis	TX - RBG	MH	65.82
Geologist Technician	Dillingham, Ryan	UT - LGN	DO	65.82
Fisheries Biologist	Gibson, Randy	TX - RR	EO	89.75
Clerical	Gordon, Jennifer	UT - LGN	DB	62.08
Field Technician	Grotte, Joshua	TX - RBG	MH	65.82
Technician	Gurjardo, Jubenito	TX - RR	EO	65.82
Environmental Technician	Hauflke, Justin	UT - LGN	WT	50.86
Coastal Ecologist	Hanney, Marty	TX - RBG	MH	152.57
Clerical	Heinann, Margie	TX - RBG	MH	71.05
Field Technician	Herrell, Ashley	TX - RBG	MH	66.36
Wildlife Field Technician	Hudnall, Aaron	TX - RR	EO	58.34
Fisheries Biologist	Hull, Jeremy	TX - RR	EO	86.76
Field Technician	Hults, Graham	TX - RBG	MH	35.98
Ecologist	Jackson, Jacob	TX - RR	EO	119.66
Field Technician	Jacobus, Matthew	TX - RBG	MH	47.87
Aquatic Technician	Jenkins, Jeffrey	TX - RR	EO	71.30
GIS Specialist	Jenkins, Charles	UT - LGN	AM	64.32
GIS Specialist	Jess, Richard	UT - LGN	AM	64.32
Environmental Scientist	Jelinson, Sean	TX - RBG	MH	74.79
Environmental Analyst	Kesman, Sean	UT - LGN	BC	100.22
Fisheries Biologist	Kegerles, Ronald	UT - LGN	BA	110.69
Aquatic Biologist	Kosnicki, Ely	TX - RR	EO	104.71
Fisheries Biologist	Littrell, Brad	TX - RR	EO	136.12
Hydrogeologist	Lofthouse, Dustin	UT - LGN	WT	83.02
Technical Editor	Lorenz, Miranda	UT - LGN	DB	47.87
Hydrologist	Majereva, Miladin	UT - LGN	DO	98.72
Wildlife Biologist	McBride, Dustin	TX - RR	EO	86.76
Environmental Planner	Moser, Andrea	UT - LGN	AM	152.57
Environmental Scientist	Moss, Colleen	TX - RBG	MH	82.27
Wildlife Biologist	Muzzy, Elton	TX - RBG	MH	107.70
Clerical	Oborny, Chiamene	TX - RR	EO	71.80
Fisheries Biologist	Oborny, Edmund	TX - RR	EO	152.57
Environmental Scientist	Oliver, Jonathan	TX - RBG	MH	101.71
Hydrologist	Olsen, Darren	UT - LGN	DO	152.57
GIS Specialist	Perry, Lyndi	UT - LGN	AM	67.31
Aquatic Technician	Porter, Nicholas	TX - RR	EO	56.84
Aquatic Technician	Prewitt, Israel	TX - RR	EO	50.86
Field Technician	Rodriguez, Scott	UT - LGN	WT	41.13
Fisheries Biologist	Rogers, Ronald	UT - LGN	BA	83.76
Landscape Architect	Sands, Chris	UT - LGN	CS	152.57
Coastal Ecologist	Schliizkus, Dyer	TX - RBG	MH	131.63
Field Technician	Shannon, Christopher	TX - RBG	MH	89.75
Aquatic Biologist	Sullivan, Kyle	TX - RR	EO	79.28
Ecologist	Taylor, Travis	UT - LGN	DO	101.71
Wetlands Specialist	Thomas, Robert	UT - LGN	DO	119.66
Hydrogeologist	Thompson, Wes	UT - LGN	WT	152.57
Environmental Technician	Tiemann, Cameron	TX - RBG	MH	50.86
Field Technician	Timmons, Jared	TX - RBG	MH	74.79
Technical Editor	VanZanten, Chadd	UT - LGN	DB	79.28
GIS Analyst	Wade, Cara	TX - RR	EO	77.03
GIS Specialist	Wells, William	UT - LGN	AM	98.72
Field Technician	White, Joseph	TX - RBG	MH	74.79
Ecologist	Williams, Casey	TX - RR	EO	85.26
Boat Captain	Williamson, Douglas	TX - RBG	MH	107.70

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**

Certificate Number:
 2020-692321

Date Filed:
 11/23/2020

Date Acknowledged:
 12/01/2020

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 BIO-WEST, Inc.
 Rosenberg, TX United States

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 Drainage District

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.
 Contract 21-Drng-100248
 Environmental Consulting

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)