

**Fort Bend County Tabulation  
 Bid 22-083  
 Flat Bank/Steep Bank Channel Bank Stabilization for  
 Fort Bend County Drainage District FEMA Project 11898**

**Recommended: RES Gulf Coast, LLC dba LECON, Inc.  
 Funding: FEMA/Grant and Flood Bond**

Company	Bid Price	Completion Time in Calendar Days
RES Gulf Coast, LLC dba LECON, Inc. Houston, TX	\$2,875,878.00	182
Texas Dewatering LLC Bellville, TX	\$2,906,425.75	182
TLC Construction Contract Services Houston, TX	\$3,403,773.00	182
ERS, Inc. Jackson, MS	\$3,996,518.00	182

FOR GOVERNMENT USE ONLY. ABSTRACT OF OFFERS -		1. SOLICITATION NUMBER Bid 22-083		2. DATE ISSUED 6/12/2022		3. DATE OPENED 7/5/2022		PAGE 1 of 1															
4. ISSUING OFFICE Fort Bend County, Texas 301 Jackson, Suite 201 Richmond, TX 77469		I CERTIFY that I have opened, read, and recorded on this abstract all offers received in response to this solicitation.		NAME AND TITLE OF CERTIFYING OFFICIAL (TYPE) Jaime Kovar County Purchasing Agent																			
5. PROJECT TITLE Flat Bank/Steep Bank Channel Bank Stabilization for Fort Bend County Drainage District FEMA Project 11898 Bid 22-083		6. GOVERNMENT ESTIMATE (Check A, B, or C and complete D, E, and F)		7. OFFERS																			
A. NUMBER OF AMENDMENTS ISSUED 1		C. REASONABLE CONTRACT (Including Profit)		NO. 1		NO. 2		NO. 3		NO. 4													
A. HIRED LABOR		B. REASONABLE CONTRACT (Without Profit)		A. OFFEROR RES Gulf Coast LLC		A. OFFEROR TLC Construction Contract Services		A. OFFEROR Texas Dewatering LLC		A. OFFEROR ERS Inc.													
B. BID SECURITY		C. AMENDMENTS		B. BID SECURITY		B. BID SECURITY		B. BID SECURITY		B. BID SECURITY													
7A Item		7B... DESCRIPTION OF OFFERED ITEM		QTY.		D. UNIT		E. UNIT PRICE		F. GOV. ESTIMATE		G. PRICE		H. AMOUNT		PRICE		AMOUNT		PRICE		AMOUNT	
1	Pollution Control	1	LS	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$ 22,439.00	\$ 22,439.00	\$ 153,231.00	\$153,231.00	\$ 16,000.00	\$16,000.00										
2	Sediment Filters	3000	LF	\$5.00	\$15,000.00	\$3.80	\$11,400.00	\$ 4.00	\$ 12,000.00	\$ 3.75	\$11,250.00	\$ 11.00	\$33,000.00										
3	Construction Surveys	1	LS	\$25,000.00	\$25,000.00	\$32,000.00	\$32,000.00	\$ 63,415.00	\$ 63,415.00	\$ 133,700.50	\$133,700.50	\$ 18,000.00	\$18,000.00										
4	Mobilization & Demobilization	1	LS	\$100,000.00	\$100,000.00	\$90,000.00	\$90,000.00	\$ 195,567.00	\$ 195,567.00	\$ 119,132.50	\$119,132.50	\$ 145,000.00	\$145,000.00										
5	Removal of Water	1	LS	\$150,000.00	\$150,000.00	\$42,700.00	\$42,700.00	\$ 189,244.00	\$ 189,244.00	\$ 92,226.25	\$92,226.25	\$ 50,000.00	\$50,000.00										
6	Excavation, Common	25618	CY	\$15.00	\$384,270.00	\$10.50	\$268,989.00	\$ 14.00	\$ 358,652.00	\$ 14.00	\$358,652.00	\$ 17.00	\$435,506.00										
7	Earthfill	20499	CY	\$20.00	\$409,980.00	\$22.00	\$450,978.00	\$ 9.00	\$ 184,491.00	\$ 9.50	\$194,740.50	\$ 28.00	\$573,972.00										
8	Rock Riprap	12349	Tn	\$110.00	\$1,358,390.00	\$131.00	\$1,617,719.00	\$ 152.00	\$ 1,877,048.00	\$ 120.00	\$1,481,880.00	\$ 190.00	\$2,346,310.00										
9	Contractor Quality Control	1	LS	\$50,000.00	\$50,000.00	\$142,500.00	\$142,500.00	\$ 26,277.00	\$ 26,277.00	\$ 133,615.50	\$133,615.50	\$ 70,000.00	\$70,000.00										
10	Geotextile	3220	SY	\$5.00	\$16,100.00	\$3.60	\$11,592.00	\$ 5.00	\$ 16,100.00	\$ 4.75	\$15,295.00	\$ 9.00	\$28,980.00										
11	Vegetation, Hydro Mulch Seeding	25.0	AC	\$4,500.00	\$112,500.00	\$2,400.00	\$60,000.00	\$ 14,058.00	\$ 351,450.00	\$ 3,034.50	\$75,862.50	\$ 3,750.00	\$93,750.00										
12	Site Preparation - Pipe Replacement	1	LS	\$5,000.00	\$5,000.00	\$41,000.00	\$41,000.00	\$ 34,291.00	\$ 34,291.00	\$ 46,179.75	\$46,179.75	\$ 62,000.00	\$62,000.00										
13	Site Preparation - Pipe Replacement	1	LS	\$5,000.00	\$5,000.00	\$41,000.00	\$41,000.00	\$ 33,701.00	\$ 33,701.00	\$ 44,480.50	\$44,480.50	\$ 62,000.00	\$62,000.00										
14	Site Preparation - Pipe Replacement	1	LS	\$5,000.00	\$5,000.00	\$41,000.00	\$41,000.00	\$ 39,098.00	\$ 39,098.00	\$ 46,179.75	\$46,179.75	\$ 62,000.00	\$62,000.00										
<b>TOTAL:</b>				<b>\$2,656,240.00</b>		<b>\$2,875,878.00</b>		<b>\$3,403,773.00</b>		<b>\$2,906,425.75</b>		<b>\$3,996,518.00</b>											
<b>BID RANKING:</b>						1		3		2		4											



**COUNTY PURCHASING AGENT**

Fort Bend County, Texas

**Vendor Information**

Jaime Kovar  
Purchasing Agent

Office (281-341-8640)

Legal Company Name (top line of W9)	RES Gulf Coast, LLC dba LECON, Inc		
Business Name (if different from legal name)			
Federal ID # or S.S. #	76-0265236	DUNS #	
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	Age in Business?
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	4302 Creekmont Dr		
City/State/Zip	Houston, TX 77091		
Physical Address	4302 Creekmont Dr		
City/State/Zip	Houston, TX 77091		
Phone/Fax Number	Phone: 713-681-4366	Fax: _____	
Contact Person	Shawn Schmitt		
E-mail	sschmitt@res.us		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification # _____	<u>Cert Date</u> _____
	SBE-Small Business Enterprise <input type="checkbox"/>	Certification # _____	<u>Exp Date</u> _____
	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 _____	\$500,000-\$4,999,999 _____	
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	
	>\$22,400,000 <input checked="" type="checkbox"/>		
NAICs codes (Please enter all that apply)	23		
Signature of Authorized Representative			
Printed Name	Shawn Schmitt		
Title	Regional Operations Manager		
Date	7/5/2022		

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

**1.0 GENERAL REQUIREMENTS:**

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department one (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The Contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of corrective fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201 Richmond Texas no later than 2:00 P.M. on the date specified, unless stated otherwise on page one. 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, Purchasing Agent, 301, Jackson, Suite 201, Richmond, Texas, 77469, E-mail: [Jaime.Kovar@fortbendcountytexas.gov](mailto: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 **Friday, June 24, 2022 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.

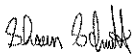
- 1.14 **Disqualification of Bidder:** Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or 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 (the "County") to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary for Flat Bank/Steep Bank channel bank stabilization, hereinafter referred to as the "Project," as specified herein. It is the County's intent that the resulting unit-price contract will be funded in whole or in part with funding provided under Federal Emergency Management Administration ("FEMA"). As such, Respondent is responsible for complying with any and all applicable federal and state statutes, regulations, policies, guidelines, and requirements.

## **3.0 PRE-BID CONFERENCE:**

A pre-bid conference will be conducted on **Tuesday, June 21, 2022 at 9:00 AM (CST)**. 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. All bidders are encouraged to attend.

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: Edman B. Quinn

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 shall 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.

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 coverage from the time Services commence until Services are completed and

Initials of Bidder: 

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

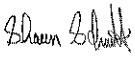
Initials of Bidder: 

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. All persons employed by Contractor shall be compensated at not less than the rates shown below. Contractor shall keep detailed records of each of its workers and said records shall be made available to County for inspection at all reasonable times. 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](http://www.wdol.gov/dba.aspx).

General Decision Number: TX20220054 02/25/2022

Superseded General Decision Number: TX20210054

State: Texas

Construction Type: Heavy

County: Fort Bend County in Texas

HEAVY CONSTRUCTION PROJECTS Including Water and Sewer Lines  
(Does Not Include Flood Control)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 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 2022. If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Initials of Bidder: 

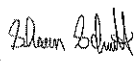
Additional information on contract requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	1/07/2022
1	02/25/2022

SFTX0669-001 04/01/2021

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	\$31.68	\$22.20
*SUTX2005-020 06/14/2005		
CARPENTER	\$14.38**	
CEMENT MASON/CONCRETE FINISHER	\$11.37**	\$1.13
ELECTRICIAN	\$18.40	\$1.34
Formbuilder/Formsetter	\$13.35**	\$1.17
IRONWORKER, REINFORCING	\$11.29	
Laborers:		
Common	\$8.95**	
Landscape	\$7.35**	
Mason Tender Cement	\$9.96**	
Pipelayer	\$10.31**	\$0.91
PIPEFITTER	\$17.00	\$0.04
POWER EQUIPMENT OPERATOR:		
Backhoe	\$12.08**	
Bulldozer	\$10.44	
Crane	\$12.67**	\$0.45
Excavator	\$16.74	
Front End Loader	\$10.68**	\$1.42
Grader	\$12.20**	\$1.48
Tractor	\$12.38**	\$1.51
TRUCK DRIVER	\$12.28**	\$0.98

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Initials of Bidder: 

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information

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/agencies/whd/government-contracts](http://www.dol.gov/agencies/whd/government-contracts).

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).

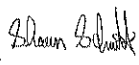
#### Union Rate Identifiers

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

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.

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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

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:

Initials of Bidder:

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:

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

Initials of Bidder: Edman B. Smith

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 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.

Initials of Bidder:                       
*Edman Schwik*

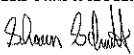
14.4 Changes.

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 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.

Initials of Bidder: 

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 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)

Initials of Bidder: B. Damm B. Damm

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.

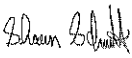
- 14.10 Contractor's Personnel. Contractor shall employ only competent, skilled personnel for the Project. Prior to the final completion date, the Contractor shall maintain a superintendent who shall be authorized to act on behalf of the Contractor and with whom Fort Bend County may consult at all reasonable 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 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.

Initials of Bidder: Blair B. B. B.

- 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 to not interfere with its duty to timely furnish the necessary equipment and facilities and personnel to operate the same at the times necessary for the orderly completion of the Project.
- 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.

**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.

Initials of Bidder: 

- 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.
- 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.

Initials of Bidder: Edman Schick

**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, 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.

Initials of Bidder:

- 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:**

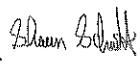
- 21.1 Fort Bend County and the Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.
- 21.2 Neither Fort 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.

**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.

Initials of Bidder: 

**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 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

Initials of Bidder:

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](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: B22-083.

30.2.3 Description is the title of the solicitation: Flat Bank/Steep Bank Channel Bank Stabilization for Fort Bend County Drainage District FEMA Project 1189.

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:**

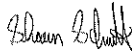
The contents of this section are required by Texas Law and are included by County regardless of content.

31.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: 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.

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 Section 806.051, Section 807.051 or Section 2253.153.

**32.0 HUMAN TRAFFICKING:**

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to

Initials of Bidder: 

human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

**33.0 AWARD:**

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

**35.0 PROJECT DURATION:**

Bidder agrees, if awarded the contract, to complete all work required by the contract documents within 182 calendar days (maximum 182 calendar days) after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Drainage District.

**36.0 EXHIBITS:**

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

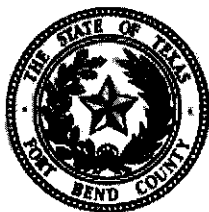
- 36.1 Exhibit 1 – Federal Clauses
- 36.2 Exhibit 2 - Project specifications
- 36.3 Exhibit 3 – Storm water pollution prevention plan
- 36.4 Exhibit 4 – Project drawings
- 36.5 Exhibit 5 – Pricing sheet

**37.0 ADDITIONAL FORMS:**

All vendors submitting are to complete and return with submission:

- 37.1 Proof of Insurance, as stated in Section 10.0
- 37.2 Vendor Form
- 37.3 W9 Form
- 37.4 Tax Form/Debt/Residence Certification
- 37.5 Contractor Acknowledgement of Stormwater Management Program

Initials of Bidder: Edwards Schmitt



**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

Jaime Kovar  
County Purchasing Agent

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

June 24, 2022

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County Bid 22-083 Flat Bank/Steep Bank Channel Bank Stabilization for Fort Bend County Drainage District FEMA Project 11898

Addendum 1:

Attached is Addendum 1. Vendors are to use Addendum 1 document (provided by Engineer) while preparing their solicitation response.

\*\*\*\*\*

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Olivia Rios at [olivia.rios@fortbendcountytexas.gov](mailto:olivia.rios@fortbendcountytexas.gov)

Res Gulf Coast LLC, dba Lecon, Inc.

Company Name

7/5/2022

Signature of person receiving addendum

Date

If you have any questions, please contact this office.

Sincerely,

Jaime Kovar  
County Purchasing Agent

**Contract Sheet  
Bid 22-083**

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

This memorandum of agreement made and entered into on the 26 day of July, 2022,  
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  
Res Gulf Coast LLC, dba Lecon, Inc. (hereinafter designated Contractor).

(company name)

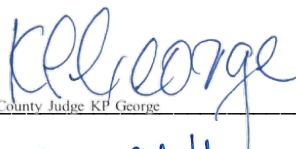
WITNESSETH:


The Contractor and the County agree that the bid and specifications for the **Flat Bank/Steep Bank Channel Bank Stabilization for Fort Bend County Drainage District FEMA Project 11898** 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 26th day of July, 2022.

**Fort Bend County, Texas**

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

By:   
**Signature of Contractor**

By: Shawn Schmitt Regional Operations Director  
**Printed Name and Title**



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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

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

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

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

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

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

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

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

**Line 2**

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

**Line 3**

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

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

**Line 4, Exemptions**

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

**Exempt payee code.**

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

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

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

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

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

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

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

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

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
  - I—A common trust fund as defined in section 584(a)
  - J—A bank as defined in section 581
  - K—A broker
  - L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
  - M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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

**Line 5**

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

**Line 6**

Enter your city, state, and ZIP code.

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

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

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

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

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

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

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

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

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

**Part II. Certification**

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

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

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

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

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

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

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

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

**What Name and Number To Give the Requester**

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

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

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

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

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

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

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

**Secure Your Tax Records from Identity Theft**

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

**Privacy Act Notice**

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



**Mandatory Form**



**Contractor Acknowledgement of Storm Water 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:

**RES Gulf Coast, LLC dba LECON, Inc.**

(Company/Contractor)

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

A handwritten signature in blue ink that reads "Shawn Schmitt".

Contractor Signature

7/5/2022

Date

**Shawn Schmitt**

Printed Name

**Operations Manager**

Title



Project Name	Entity	Client	Scope of Work	Contract Dates
Natural Stable Channel Design for Pillot Gully Erosion Repairs and Stabilization	RES / LECON	Harris County Flood Control District	<ul style="list-style-type: none"> <li>Construction oversight of natural channel design features</li> <li>Harvest, transport, and install of 13,068 live stakes</li> </ul>	2020
Bois d'Arc Lake Mitigation Project	RES	North Texas Municipal Water District	<ul style="list-style-type: none"> <li>Design, implementation, monitoring, and maintenance</li> <li>70 miles of stream restoration/enhancement</li> <li>Planting of over five million trees</li> <li>Over 7,800 acres of wetland restoration/enhancement</li> <li>17,000 acres of total managed restoration including stream, wetland, native grasslands, and upland forest habitat</li> </ul>	Design/ Construction: 2018–2021 Monitoring: 20 years post-construction
Feather & Sadler Creek Restoration	RES	Bank of America	<ul style="list-style-type: none"> <li>Channel Grading and Structure Installation on 6,000 LF of stream</li> <li>Natural Channel Design: Toe wood, cross vane, riffle placement</li> <li>Planting of 4,000 native bare root and containerized trees with deer protection fencing</li> <li>Seeding and coir mat stabilization of stream corridor</li> </ul>	Construction: September – October 2020 Planting: December 2020 - January 2021
Memorial Park Central Connector	RES	Confidential Client	<ul style="list-style-type: none"> <li>3,500 linear feet of stream restoration</li> <li>Construction of natural channel design</li> <li>Planting of native bare roots, aquatic plugs, and live stakes</li> </ul>	August 2020–present
Z100-00-00-X259 HCFCD General Repairs Project ID: K100-00-00-X078 "Inverness Forest"	LECON	Harris County Flood Control District	<ul style="list-style-type: none"> <li>Erosion Repair</li> <li>120,000 CY of excavation &amp; offsite disposal</li> <li>55,000 CY of imported fill</li> <li>6,600 CY of excavation &amp; on-site fill</li> <li>6,300 tons of 3"x5"; 27,500 tons of Grade 1 riprap</li> <li>4,100 tons of Grade 2 riprap; 79,000 tons of streambed fill mixture &amp; over 2,000 LF of 24" HDPE as well as 170 LF of 42" HDPE</li> </ul>	February 2019 – October 2020
Little Westham Creek/Gambles Mill Eco-Corridor Restoration	RES	University of Richmond	<ul style="list-style-type: none"> <li>2,300 LF stream restoration</li> <li>Extensive invasive species program including the use of goats</li> <li>Extensive outreach to university students, professors, and staff</li> <li>Innovative floodplain/stream design</li> <li>Historical mill dam location with two outdoor classrooms for interpretation and education</li> <li>New paved walking/biking trail with landscaping and amenities</li> </ul>	Design/ Construction: 2019 Monitoring: 10 years post-construction
Wancopin Creek Stream Restoration	RES	Virginia Department of Transportation	<ul style="list-style-type: none"> <li>16,195 linear feet of stream restoration</li> <li>Covers nearly nine miles of streams, including three miles of Wancopin Creek</li> <li>Broker 4,300 lbs of phosphorus reduction credit</li> <li>Provides direct TMDL solution to VDOT</li> </ul>	2018–present

Project Name	Entity	Client	Scope of Work	Contract Dates
NCDMS Full Delivery Projects	RES	North Carolina Division of Mitigation Services	<ul style="list-style-type: none"> <li>• 270+ acres riparian wetland restoration</li> <li>• 170+ acres non-riparian wetland restoration</li> <li>• 284,000+ linear feet stream restoration</li> <li>• 1,000+ acres riparian buffer restoration</li> </ul>	2004–present
Cloud and Banner Mitigation Site	RES	Retail Bank, NCDOT	<ul style="list-style-type: none"> <li>• 7,529 linear feet of stream restoration, enhancement, and preservation</li> <li>• 18.04 acres of wetland restoration, enhancement, and preservation</li> <li>• 15.81 acres of riparian buffer restoration and preservation</li> </ul>	Construction completed April 2020 Monitoring: 7 years post-construction
Best Stream and Wetland Restoration Site	RES	NC Division of Mitigation Services	<ul style="list-style-type: none"> <li>• 5,003 linear feet of stream restoration</li> <li>• 2,175 linear feet of stream enhancement</li> <li>• 19,882 linear feet of stream preservation</li> <li>• 5.12 acres of wetland restoration</li> </ul>	2012–2022
Little Eva Mitigation Bank	RES	Internal Bank	<ul style="list-style-type: none"> <li>• 13,594 linear feet of stream restoration</li> <li>• 1358.2 acres of bottomland hardwood wetlands rehabilitated</li> <li>• Two-phase bank creation</li> <li>• Diverse wildlife usage</li> </ul>	November 2012–March 2014

# K140-00-00-X023 HCFCD Pillot Gully Natural Stable Channel Design & Erosion Repairs

Harris County Flood Control District | Houston, Texas



## AT A GLANCE

**Contract Value**  
\$5 Million

**Contract Period**  
2020 - 2022

### Project Highlights

- 2,500 LF of NSCD in-stream structures including toewoods, boulder constructed riffles, floodplain sill logs
- 46,000 CY of Excavation & Offsite Disposal
- 12,500 SY of coir matting
- Live staking
- Grade 1 / 2 Rip Rap & 3x5" granular fill

The overall objective of this maintenance project was to perform excavation for a bankfull floodplain bench and the construction of Natural Stable Channel Design (NSCD) to repair the gully erosion and stabilize the channel. Care of water plan was implemented so that all construction would be completed in areas free of water. The care of the water plan included bypassing the entire channel flow using a combination of bypass pipes, coffer dams, and 6" water pumps. The construction of the NSCD in-stream structures consisted of toewood, boulder constructed riffles, floodplain sill logs, installation of 12,500 SY of coir fabric, along with Grade 1 & 2 riprap and 3"x5" granular fill. Additionally, 46,000 CY were excavated and hauled off-site, and 11,000 CY were excavated and placed as on-site fill.



## Bois d'Arc Lake Mitigation Project

Fannin County, Northeast Texas | North Texas Municipal Water District



Tree Planting

### Project Highlights

- 17,000-acre aquatic and terrestrial mitigation
- Nation's largest permittee-responsible mitigation (PRM), offsetting impacts of a large municipal reservoir in North Texas
- Over 5 million trees planted
- Approximately 1.17 million tons of carbon sequestered in 10 years

The North Texas Municipal Water District is developing a 17,000-acre reservoir to provide new water services to 13 cities; the first surface water reservoir to be permitted in Texas in almost 30 years. RES is restoring 15,000 acres of habitats, including 70 miles of streams, to offset the environmental impacts of building this new lake.

RES is delivering complete stewardship of the Lower Bois d'Arc Creek Reservoir (LBCR) mitigation sites, from design and implementation through monitoring and maintenance over the next 20+ years. The project addresses:

- 369,000+ LF (70 miles) of stream restoration/enhancement including NSCD approaches
- 1,026 acres of forested wetland enhancement
- 3,875 acres of forested wetland restoration
- 1,560 acres of emergent wetland enhancement
- 1,200 acres of emergent wetland restoration
- 150 acres of shrub wetland restoration
- 1,146 acres of upland forest restoration
- 3,677 acres of native grassland restoration
- Planting over 5 million trees



Mature Stream

RES' presence on the project is 24/7, with a full-time staff living on the property. Site performance success is measured by the restoration of aquatic and terrestrial species. RES bonded the entire project and all mitigation and transferred liability from the North Texas Municipal Water District to RES.

# Feather & Sadler Creek Restoration

Bank of America | Sadler, TX



RES was hired as a subcontractor in August 2020 to perform natural channel design construction services on approx. 6,000LF of stream near Sadler, TX. Predominant construction methods included the placement of toe wood, cross vanes, and riffle structures. RES also performed seeding and coir mat stabilization of the stream corridor.

Additional scope of work included the transportation and installation of roughly 4,000 native bare-root seedlings, containerized trees, and tree protection cages.

## AT A GLANCE

### Contract Value

\$211,338

### Project Size

6,000 LF of Stream

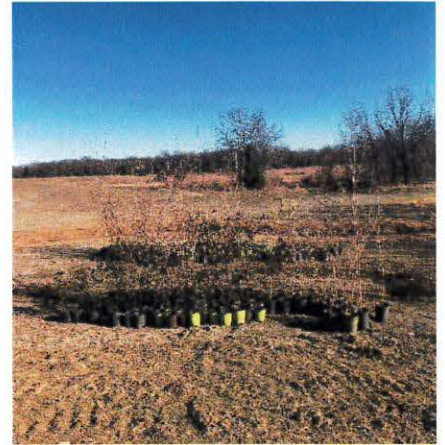
### Contract Period

Construction: Sept-Oct 2020

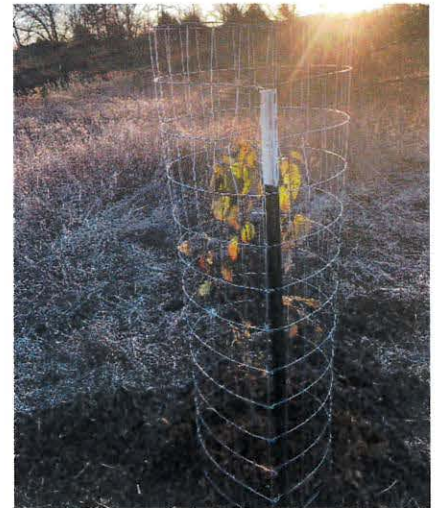
Planting: Dec 2020-Jan 2021

### Project Highlights

- Natural Stable Channel Design construction



*Planting Site Prep*



*Post-planting installation*

# Memorial Park Central Connector

Confidential Client | Houston, TX



*\*Image courtesy of Memorial Park Conservancy*

RES was contracted in August 2020 to provide natural stable channel design construction services for approximately 3,500 LF of stream as part of a revitalization effort at Memorial Park in Houston, TX. Construction scope of work includes stream grading, installation of toe wood, log vane, floodplain block, and constructed riffle structures. Additional scope of work includes the planting of native bare roots, aquatic plugs, and live stakes.

Due to heavy use of the park system for recreational use by the public, RES will be constructing the stream sequences in multiple phases. This phased approach to stream construction will allow the park to remain open.

## AT A GLANCE

### Contract Value

Confidential

### Project Size

3,500 LF of Stream

### Contract Period

August 2020-Present

### Project Highlights

- Construction of natural stable channel design
- Planting of native bare roots, aquatic plugs, and live stakes



*Stream construction photo from April 2021*



*Post-construction photo from June 2021*

# Z100-00-00-X259 HCFCD General Repairs Project ID: K100-00-00-X078 “Inverness Forest”

Harris County Flood Control District | Houston, Texas



## AT A GLANCE

**Contract Value**  
\$10,459,058.89

**Contract Period**  
February 2019 – October 2020

### Project Highlights

- 120,000 CY of excavation & offsite disposal
- 55,000 CY of imported fill
- 6,600 CY of excavation & on-site fill
- 6,300 tons of 3”x5”; 27,500 tons of Grade 1 riprap
- 4,100 tons of Grade 2 riprap; 79,000 tons of streambed fill mixture & over 2,000 LF of 24” HDPE as well as 170 LF of 42” HDPE

Erosion Repair project that consisted of 120,000 CY of excavation & offsite disposal, 55,000 CY of imported fill, 6,600 CY of excavation & on-site fill; 6,300 tons of 3”x5”; 27,500 tons of Grade 1 riprap & 4,100 tons of Grade 2 riprap; 79,000 tons of streambed fill mixture & over 2,000 LF of 24” HDPE as well as 170 LF of 42” HDPE. The Streambed Fill was a mixture of 3x5 and screenings, mixed onsite then installed in the bottom of the channel. There were 3 rock “chimney” drains installed. These acted like the rock trenches except they were stair-stepped and wrapped with fabric. We had to coordinate with the geotechnical engineer to identify failure planes and install the “chimney” drains accordingly. Channel hydraulics were not impacted during construction.



# Little Westham Creek / Gambles Mill Eco-Corridor Restoration

The University of Richmond | Richmond, VA



## AT A GLANCE

### Client Contact

Pat Bradley | 804.646-6964  
patrick.bradley@richmondgov.com

### Contract Value

\$8.2 Million

### Contract Period

10 years

Construction Completed: December 2019

### Project Highlights

- 2,300LF stream restoration
- Extensive invasive species program including the use of goats
- Extensive outreach to university students, professors, and staff
- Innovative floodplain/stream design
- Historical mill dam location with two outdoor classrooms for interpretation and education
- New paved walking/biking trail with landscaping and amenities

RES provided a turnkey project to deliver over 1,590 pounds of total phosphorous (TP) removal per year to the City of Richmond toward the City's Chesapeake Bay-related TMDL requirements. RES is also delivering 274 tons of total suspended solids (TSS) and 3,452 pounds of total nitrogen (TN) per year. RES conducted all site surveys, credit calculations, design, permitting, construction, and post-construction monitoring. The project includes 10 years of post-restoration maintenance, monitoring, and inspections to ensure that the stream continues to provide nutrient and sediment removal.



The restoration design and permitting required geomorphic assessments, BEHI evaluations, fish and benthic sampling, tree surveys, and wetland delineations. RES completed all permitting, including 401/404 permits and local land disturbance permits. RES prepared conceptual, preliminary, and final construction plans and completed construction of the stream.

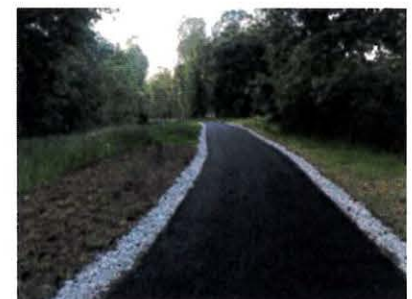
The project has a 3.5-square-mile urban watershed with a modern dam and lake immediately upstream that traps any bedload flowing downstream. As a result, RES took an innovative approach to restore this stream, focusing the design on baseflow. RES designed a smaller baseflow channel within an accessible floodplain. Any runoff generated by a storm with a quarter-inch of rain or more now spills out onto the adjacent floodplain, which traps sediment and nutrients and reduces hydraulic stress on the channel. The newly constructed floodplain is developing a diverse plant community to support stream health and wildlife habitat.



Prior to restoration, the channel was deeply incised with short riffles and deep scour pools. After restoration, the stream contains significantly more riffle habitat, typical of a healthy stream. Pre- and post-restoration fish sampling data has shown a shift from primarily pond species to minnow species that thrive in fast-moving streams.

In conjunction with the stream restoration, RES provided extensive invasive species management. As a unique feature of this vegetation maintenance, goats were used for the initial "hooves-on-the-ground" efforts. The herd grazed approximately 10

acres of forest that had been densely vegetated with non-native invasive plant species. The control program will extend for several years after restoration in order to protect the newly planted project.



RES partnered with the University of Richmond, the landowner, to restore a half-mile of stream and walking trail running through an underused section of the campus. RES worked with a subcontractor to create a master plan to design the paved trail with extensive landscaping and amenities, including a rain garden, pollinator meadow, additional mulch paths, and outdoor classrooms. One highlight of the project was the opportunity to use the site as a working classroom. RES hosted multiple classes where University of Richmond students learned about stream conditions, stream sampling, and native and invasive species.

Prior to the project, this site was known as the Gambles Mill corridor, but the actual location of the historical mill dam was not quite known. Another benefit of the project was uncovering and identifying the remnants of the historic mill dam. Portions of the dam were preserved, and RES built an outdoor classroom in the area to help interpret the history of mill dam construction, impacts on the stream (and dam-impacted streams in general), and the benefits of restoration. Overall, the university is developing a curriculum to utilize each of the outdoor classrooms and incorporate the stream as a "living laboratory."



The new trail system is also popular with the public community and is readily used by cyclists, joggers, walkers, etc. This project highlights the importance of maximizing the benefits of TMDL compliance-related projects by combining elements of habitat restoration with community connection and finding opportunities to share the history and potential of a once-forgotten stream.



# Wancopin Creek Stream Restoration

Virginia Department of Transportation | Loudoun County, VA



RES is providing an innovative turnkey stream restoration project on VDOT's behalf. The project will be enrolled as part of VDOT's Bay TMDL Action Plan, with the associated nutrient reductions credited toward compliance with the Bay TMDL Special Conditions applicable to VDOT as a regulated MS4 under Virginia's MS4 General Permit Program. This project is being completed under RES' VDOT Statewide MS4/TMDL Implementation and Related Activities On-Call contract.

This project involves the restoration of approximately three miles of degraded channel along Wancopin Creek, as well as several unnamed perennial and intermittent tributaries to Wancopin Creek and Goose Creek. The project is located on a more than 900-acre private property near Middleburg, VA. As the project is situated on private land, RES acquired all rights necessary to implement the project and seek credit certification on behalf of VDOT. All of the remaining streams on the property are slated to be restored or preserved, as necessary, as part of a RES-owned stream mitigation bank that will generate credits to offset impacts authorized under Clean Water Act Section 401/404 permits.

All land acquisition, design, permitting, construction, monitoring, and maintenance work has or will be performed by RES. Design and permitting for Phases I and II of the project are complete, as is the construction of Phase I (~6,000 LF). Construction of Phase II (~8,600 LF) is ongoing.

RES projects the restoration work will deliver approximately 4,300 lbs per year of TP reduction using Protocol 1, which assesses the reduction of nutrient-laden sediment from stream bank and channel erosion, as outlined in the Expert Panel Report and TMDL Action Plan guidance. Monitoring of the constructed reaches in Phase I has demonstrated greater than 95 percent efficiency in terms of load reduction, significantly higher than the 50 percent default rate outlined in the Expert Panel guidance.

## AT A GLANCE

### Client Contact

Tracey Harmon | 804.371.6834 |  
Tracey.harmon@vdot.virginia.gov

### Project Size

- Phase I Construction: ~6,000 LF
- Phase II Construction: ~8,600 LF

### Contract Value

\$20,425,000

### Contract Period

2018–Present

### Project Highlights

- 16,195 linear feet of stream restoration
- Covers nearly 9 miles of streams, including 3 miles of Wancopin Creek
- Brokered 4,300 lbs of Phosphorus reduction credit
- Provides direct TMDL Solution to VDOT



## NCDMS Full Delivery Projects<sup>1</sup>

North Carolina Division of Mitigation Services | Statewide, NC



The North Carolina Department of Environmental Quality Division of Mitigation Services (DMS) runs the state's In-Lieu Fee (NC ILF) program. RES has provided full delivery mitigation solutions to DMS for more than 17 years with over \$90 million in project funds utilized, including six full-delivery contracts in 2020. Combined, these projects total 270+ acres of riparian wetland restoration, 170+ acres of non-riparian wetland restoration, 284,000+ linear feet of stream restoration, and 1,000+ acres of riparian buffer restoration.

Prior to construction, RES performs all feasibility, permitting, and stream and wetland design tasks for these projects. This includes Waters of the U.S. wetland delineation, verifications from the USACE, intermittent/perennial flow determinations and verifications from NC Division of Water Resources (DWR), geomorphic surveys, hydrologic and hydraulic analysis, threatened and endangered species surveys, floodplain studies (where required), and concept and final stream and wetland design plans. Permits obtained by RES typically include a Nationwide 27 permit, Mitigation Banking Instrument (MBI) and Mitigation Plan Approvals from the Interagency Review Team (IRT), and an Erosion and Sedimentation Control Permit to comply with the NC NPDES Construction General Permit. These tasks were supported by RES' internal GIS team.

- RES has 29 contracted sites with DMS at this time. We are currently designing nine of these projects, constructing two, and monitoring 18 projects.
- RES has closed out 31 full-delivery DMS sites.
- In total RES is delivering more than 78,286 LF of stream restoration; 68.11 acres of wetland restoration; 3.4 million square feet of buffer restoration.

For each project, RES is responsible for site selection, land acquisition, design, permitting, construction, monitoring, and maintenance. Specific construction tasks consist of mobilization, erosion and sediment control installation, clearing and grubbing, maintenance of streamflow, rock/log structure installation, riffle grade control installation, bank stabilization, matting, fencing, seeding, and planting.

### AT A GLANCE

#### Owner/Design Engineer with contact info

Frasier Mullen, EBX (Design Engineer) | 984.255.9127

#### Inspector or City Engineer with contact info

- Inspectors:
- Paul Wiesner | 828.273.1673
- Lindsay Crocker | 919.707.8944
- Harry Tsomides | 828.545.7057

#### Client Contact

Tim Baumgartner | 919.707.8543

#### Contract Value

\$90 million

#### Contract Timeline

17 years (Work began in 2004)

#### Project Highlights

- 270+ acres riparian wetland restoration
- 170+ acres non-riparian wetland restoration
- 284,000+ linear feet stream restoration
- 1,000+ acres riparian buffer restoration

#### NCDOT Units Mapped to Services Conducted

- Natural Environmental Section (Neu): 00059, 00280
- Roadside Env- Soil & Water: 00231, 00283
- Neu On-Site Services: 00227, 00228, 00229, 00284, 00285, 00287
- GIS: 00031, 00087, 00088, 00094

<sup>1</sup> DMS contracted all work on these projects to Environmental Banc and Exchange, LLC (EBX) and EBX - Neuse I, LLC (EBXNI). EBX is a sibling/affiliate entity of HGS, LLC t/a RES Environmental Operating Company, LLC and both entities are wholly-owned subsidiaries of Resource Environmental Solutions, LLC (RES). EBXNI is a joint venture of HGS' shared owner, RES. For the purposes of a qualitative evaluation, HGS, EBX, EBXNI, and RES should be viewed as a single entity ("RES") in our experience. We are one company with a singular vision and proven track record of implementing the creative solutions sought by NCDOT.

## Cloud and Banner Mitigation Site

Retail Bank, NCDOT | Alamance County, NC



The Cloud and Banner Mitigation

### AT A GLANCE

#### Client Contact

Lindsay Crocker  
lindsay.crocker@ncdenr.gov | 919.707.8944

#### Contract Value

\$2.49 Million (total size)  
\$1,155,000 (NCDOT)

#### Project Size

59.76 acres

#### Contract Period

Construction completed April 2020  
Monitor for seven years post-construction

#### Project Highlights

- 7,529 LF of stream restoration, enhancement, and preservation
- 18.04 acres of wetland restoration, enhancement, and preservation
- 15.81 acres of riparian buffer restoration and preservation

project is located within a watershed dominated by agricultural, forested, and low-density residential land use in eastern Alamance County, NC. The project streams and wetlands proposed for restoration have been significantly impacted by hydrologic alterations and agricultural practices. Much of the riparian buffer was degraded and lacking in vegetation throughout the project area. The project involved the restoration and protection of streams and wetlands in the Haw River subwatershed of the Jordan Lake watershed, in the Cape Fear River basin.

The project consisted of stream restoration, enhancement, and preservation on a segment of Back Creek and several tributaries that drain directly to Back Creek. The project presents the opportunity to provide the following:

- 8,079 LF of stream restoration generating 4,160 stream mitigation units
- 18.04 acres of wetland mitigation generating 8.20 wetland mitigation units
- 15.81 acres of riparian buffer mitigation generating 168,271 square feet of riparian buffer credit, 137.66 pounds of nitrogen offset credit, and 4.4 pounds of phosphorus offset credit.

A combination of Priority 1 and Priority 2 restoration; Levels I, II, and III enhancement; and preservation were applied to stream reaches in the project area. The riparian restoration area was ripped, seeded, and planted with bare root and live stake trees. Benefits include storage of excess water during flood events, prevention of the erosion of stream banks, the reduction of in-stream sedimentation, and the removal of nutrients.

## Best Stream and Wetland Restoration Site

NC Division of Mitigation Services | Duplin County, NC



The Best Stream and wetland restoration site was built for the NC  
**AT A GLANCE**

### Client Contact

Lindsay Crocker  
lindsay.crocker@ncdenr.gov | 919.707.8944

### Contract Value

\$2,698,082

### Project Size

142 acres

### Cor

201:

### Project Highlights

- 5,003 linear feet of stream restoration
- 2,175 linear feet of stream enhancement
- 19,882 linear feet of stream preservation
- 5.12 acres of wetland restoration

Division of Mitigation Services in order to mitigate unavoidable impacts. The project consists of 27,060 linear feet of stream restoration, enhancement, and preservation and 5.12 acres of wetland restoration within a 142-acre conservation easement. Currently in Monitoring Year 7 of 7, RES monitors the success of the project with 31 cross-sections, 23 vegetation plots, six stream monitoring gauges, and 12 wetland hydrology gauges. Additionally, RES maintains the project by performing adaptive management such as invasive species treatments, stream repairs, supplemental plantings, and easement boundary improvements.



RES has completed four invasive species treatments totally approximately 20 acres. Invasive species treated included Chinese privet (*Ligustrum sinense*) and mimosa (*Albizia julibrissin*). Treatment methods included foliar spraying, cut stump, and girdling.



## Little Eva Mitigation Bank

Natchitoches Parish, LA



*Example of the effective use of pre-emergent herbicide*

phase mitigation bank project that began in November 2012 and was completed in March 2014. In total, the project restored 1358.2 acres of bottomland hardwoods and 13,594 linear feet of stream.

The premise underlying the restoration needs stem from the conversion of a bottomland hardwood habitat to the current habitat condition and land utilization. This conversion altered the natural drainage patterns, vegetative composition, and habitat continuity and further attributed to intensive land management for agricultural uses resulting in a lack of both habitat diversity and the natural interface of adjoining habitats. The agricultural practices conducted on the properties reduced the tendency for a natural succession of bottomland hardwoods to re-establish within the property.

The agricultural practices also reduced the quality of the stream channels within the property. Each stream reach identified within the mitigation site has been realigned or reduced to drainage features providing a source of stormwater runoff relief for the adjacent open fields. Associated drainage features were also excavated within portions of the agricultural open fields to facilitate increased runoff within the interior portions of the site. Each drainage feature has historically been maintained to convey stormwater runoff away from the open fields across the property.

As noted, 13,594 linear feet of stream channels were restored via natural stream channel design as laid out in the stream mitigation work plan. The stream mitigation plan included the restoration of relic stream reaches, as close as practicable, to their original course and direction through the subject property. Stormwater flows were restored within the stream channels directing flow to the northeast through the mitigation site via four reaches culminating at Horse Bayou. Reaches of three improved drainage features totaling 9,817 linear feet were degraded or backfilled to restore the original grade and course of stormwater flow across the mitigation bank. Additionally, there were culverts, drop pipes, and field drains within these channels, which were removed to facilitate natural hydrology. Each activity was intended to restore, to as close as practicable, the natural flow of water across the site through the restored relic stream channels described.

The Little Eva Mitigation Bank is a two-

### AT A GLANCE

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#### Project Size

- 13,594 linear feet of stream restoration
- 1358.2 acres of bottomland hardwood wetlands rehabilitated

#### Contract Period

November 2012–March 2014

#### Project Highlights

- Two-phase bank creation
- Diverse wildlife usage



**BID SCHEDULE**  
**FLAT BANK/STEEP BANK**  
**CHANNEL BANK REPAIR**

ORIGINAL

Bid Item No.	Work or Material	Spec. No.	Quantity	Unit	Unit Price	Amount
1	Pollution Control	5	1-Job	Lump Sum	\$ 25,000.00	\$ 25,000.00
2	Sediment Filters	5	3,000	Lin. Ft.	\$ 3.80	\$ 11,400.00
3	Construction Surveys	7	1-Job	Lump Sum	\$ 32,000.00	\$ 32,000.00
4	Mobilization & Demobilization	8	1-Job	Lump Sum	\$ 90,000.00	\$ 90,000.00
5	Removal of Water	11	1-Job	Lump Sum	\$ 42,700.00	\$ 42,700.00
6	Excavation, Common	21	25,618	Cu. Yd.	\$ 10.50	\$ 268,989.00
7	Earthfill	23	20,499	Cu. Yd.	\$ 22.00	\$ 450,978.00
8	Rock Riprap	61	12,349	Tons.	\$ 131.00	\$ 1,617,719.00
9	Contractor Quality Control	94	1-Job	Lump Sum	\$ 142,500.00	\$ 142,500.00
10	Geotextile	95	3,220	Sq. Yd.	\$ 3.60	\$ 11,592.00
11	Vegetation, Hydro Mulch Seeding	6	25.0	Ac.	\$ 2,400.00	\$ 60,000.00
12	Site Preparation - Pipe Replacement	420	1-Job	Lump Sum	\$ 41,000.00	\$ 41,000.00
13	Site Preparation - Pipe Replacement	420	1-Job	Lump Sum	\$ 41,000.00	\$ 41,000.00
14	Site Preparation - Pipe Replacement	420	1-Job	Lump Sum	\$ 41,000.00	\$ 41,000.00
<b>Total Bid Items</b>						<b>\$ 2,875,878.00</b>

7/5/22  
SS

# 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:  
2022-913493

Date Filed:  
07/22/2022

Date Acknowledged:  
07/26/2022

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
RES Gulf Coast, LLC dba LECON, Inc  
Houston, 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.**  
22-083  
Channel Bank Stabilization

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	RES Gulf Coast, LLC dba LECON, Inc.	Houston, TX United States	X	

**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)