

**Fort Bend County Tabulation
Bid 26-016
Construction of Kitty Hollow Dam Improvements and Park Trail
for Fort Bend County**

**Recommended: Environmental Allies, LLC \$2,390,090.00
Funding: Drainage Certificates of Obligation and Mobility Bonds**

Company	Base Bid	Completion Time in Calendar Days
Environmental Allies, LLC Houston, TX	\$2,390,090.00	175
Texas Dewatering, LLC Houston, TX	\$3,131,377.00	300
TWL Construction Tomball, TX	\$3,148,640.00	240
Consta Build, LLC Katy, TX	\$3,298,395.00	334
Wilson Building Services, Inc. Stafford, TX	\$3,320,915.00	334
Teamwork Construction Services, Inc. Houston, TX	\$3,343,100.00	334
Carter Construction, LLC Baytown, TX	\$3,551,520.00	300
ARS Construction, LLC Houston, TX	Withdrew Bid	

BID TABULATION
Kitty Hollow Dam Improvements
Bid Date: 10/14/2025

Item	Description	Quantity	Unit	Carter Construction, LLC		Consta Build, LLC		Environmental Allies, LLC		Teamwork Construction Services, Inc.		Texas Dewatering, LLC		TWL Construction, LLC		Wilson Building Services, Inc.	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
General Civil																	
1	Mobilization	1	LS	\$175,000.00	\$175,000.00	\$165,000.00	\$165,000.00	\$50,000.00	\$50,000.00	\$160,000.00	\$160,000.00	\$155,000.00	\$155,000.00	\$100,000.00	\$100,000.00	\$150,000.00	\$150,000.00
2	Care and Control of Water	1	LS	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00	\$29,500.00	\$29,500.00	\$15,000.00	\$15,000.00	\$15,500.00	\$15,500.00	\$40,000.00	\$40,000.00
3	Stormwater Pollution Prevention Plan	1	LS	\$140,000.00	\$140,000.00	\$305,000.00	\$305,000.00	\$30,000.00	\$30,000.00	\$92,500.00	\$92,500.00	\$100,000.00	\$100,000.00	\$52,000.00	\$52,000.00	\$80,000.00	\$80,000.00
4	Clearing and Grubbing	10	AC	\$20,000.00	\$200,000.00	\$23,500.00	\$235,000.00	\$9,500.00	\$95,000.00	\$3,350.00	\$33,500.00	\$3,000.00	\$30,000.00	\$2,150.00	\$21,500.00	\$12,000.00	\$120,000.00
5	Traffic Control	1	LS	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$1,500.00	\$1,500.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$1,200.00	\$1,200.00	\$15,000.00	\$15,000.00
6	Stabilized Construction Access	2	EA	\$4,500.00	\$9,000.00	\$3,500.00	\$7,000.00	\$2,000.00	\$4,000.00	\$2,950.00	\$5,900.00	\$5,000.00	\$10,000.00	\$2,070.00	\$4,140.00	\$7,500.00	\$15,000.00
7	Site Restoration (Final Grading, Hydro-mulch, Clean up)	16	AC	\$7,000.00	\$112,000.00	\$6,500.00	\$104,000.00	\$6,250.00	\$100,000.00	\$4,950.00	\$79,200.00	\$2,200.00	\$35,200.00	\$4,000.00	\$64,000.00	\$3,500.00	\$56,000.00
Demolition																	
8	Removal and Disposal of Trash Rack	1	LS	\$4,500.00	\$4,500.00	\$8,000.00	\$8,000.00	\$975.00	\$975.00	\$9,500.00	\$9,500.00	\$9,500.00	\$9,500.00	\$2,400.00	\$2,400.00	\$1,500.00	\$1,500.00
9	Removal and Disposal of 60-in Diameter CMPs (Risers and Outfall Pipes)	260	LF	\$41.00	\$10,660.00	\$50.00	\$13,000.00	\$22.00	\$5,720.00	\$39.00	\$10,140.00	\$56.50	\$14,690.00	\$36.00	\$9,360.00	\$100.00	\$26,000.00
10	Removal and Disposal of Timber Bent Headwall Structures	2	EA	\$8,000.00	\$16,000.00	\$6,000.00	\$12,000.00	\$950.00	\$1,900.00	\$2,750.00	\$5,500.00	\$4,800.00	\$9,600.00	\$1,300.00	\$2,600.00	\$2,500.00	\$5,000.00
Principal Spillway Replacement																	
11	Installation of 8-ft-wide by 6-ft-tall Reinforced Concrete Box (RCB)	105	LF	\$1,300.00	\$136,500.00	\$1,125.00	\$118,125.00	\$1,100.00	\$115,500.00	\$1,100.00	\$115,500.00	\$1,000.00	\$105,000.00	\$1,850.00	\$194,250.00	\$1,600.00	\$168,000.00
12	Reinforced Concrete Intake Structure - Horizontal Concrete	11	CY	\$2,900.00	\$31,900.00	\$1,700.00	\$18,700.00	\$1,400.00	\$15,400.00	\$3,835.00	\$42,185.00	\$3,900.00	\$42,900.00	\$1,750.00	\$19,250.00	\$2,000.00	\$22,000.00
13	Reinforced Concrete Intake Structure - Vertical Concrete	10	CY	\$2,900.00	\$29,000.00	\$1,875.00	\$18,750.00	\$1,400.00	\$14,000.00	\$3,575.00	\$35,750.00	\$6,800.00	\$68,000.00	\$2,080.00	\$20,800.00	\$2,000.00	\$20,000.00
14	Installation of Trash Rack for Reinforced Concrete Intake Structure	1	LS	\$17,000.00	\$17,000.00	\$22,000.00	\$22,000.00	\$12,000.00	\$12,000.00	\$21,750.00	\$21,750.00	\$28,500.00	\$28,500.00	\$9,250.00	\$9,250.00	\$10,000.00	\$10,000.00
15	18-in Rock Riprap Erosion Protection (Surrounding Intake Structure)	170	SY	\$180.00	\$30,600.00	\$40.00	\$6,800.00	\$163.00	\$27,710.00	\$124.00	\$21,080.00	\$130.00	\$22,100.00	\$104.00	\$17,680.00	\$150.00	\$25,500.00
16	18-in Rock Riprap Erosion Protection (At and Beyond Discharge Structure)	650	SY	\$130.00	\$84,500.00	\$40.00	\$26,000.00	\$163.00	\$105,950.00	\$154.00	\$100,100.00	\$130.00	\$84,500.00	\$104.00	\$67,600.00	\$150.00	\$97,500.00
17	Geotextile Fabric	3380	SY	\$3.25	\$10,985.00	\$6.50	\$21,970.00	\$1.50	\$5,070.00	\$5.50	\$18,590.00	\$2.40	\$8,112.00	\$4.50	\$15,210.00	\$3.00	\$10,140.00
18	Reinforced Concrete Headwall Structure (Discharge Structure) - Horizontal Concrete	30	CY	\$1,800.00	\$54,000.00	\$1,175.00	\$35,250.00	\$1,400.00	\$42,000.00	\$1,690.00	\$50,700.00	\$3,900.00	\$117,000.00	\$1,100.00	\$33,000.00	\$2,000.00	\$60,000.00
19	Reinforced Concrete Headwall Structure (Discharge Structure) - Vertical Concrete	10	CY	\$2,900.00	\$29,000.00	\$1,850.00	\$18,500.00	\$1,400.00	\$14,000.00	\$3,575.00	\$35,750.00	\$6,800.00	\$68,000.00	\$2,250.00	\$22,500.00	\$2,000.00	\$20,000.00
20	Galvanized Steel Safety Railing	65	LF	\$120.00	\$7,800.00	\$180.00	\$11,700.00	\$125.00	\$8,125.00	\$228.00	\$14,820.00	\$225.00	\$14,625.00	\$180.00	\$11,700.00	\$200.00	\$13,000.00
21	Sand Filter Diaphragm and Sand Drain	55	CY	\$275.00	\$15,125.00	\$150.00	\$8,250.00	\$115.00	\$6,325.00	\$242.00	\$13,310.00	\$80.00	\$4,400.00	\$240.00	\$13,200.00	\$200.00	\$11,000.00
Earthwork																	
22	Excavation and On-Site Reuse	8700	CY	\$12.00	\$104,400.00	\$12.00	\$104,400.00	\$14.00	\$121,800.00	\$15.50	\$134,850.00	\$7.00	\$60,900.00	\$27.50	\$239,250.00	\$15.00	\$130,500.00
23	Compacted Fill (Imported Fill)	12200	CY	\$44.00	\$536,800.00	\$45.00	\$549,000.00	\$23.75	\$289,750.00	\$32.50	\$396,500.00	\$35.00	\$427,000.00	\$51.00	\$622,200.00	\$40.00	\$488,000.00
Pedestrian Trail																	
24	Compacted Fill (Imported Fill)	400	CY	\$45.00	\$18,000.00	\$72.00	\$28,800.00	\$30.00	\$12,000.00	\$32.50	\$13,000.00	\$35.00	\$14,000.00	\$51.00	\$20,400.00	\$50.00	\$20,000.00
25	10-ft-wide Reinforced Concrete Trail	13900	SY	\$122.00	\$1,695,800.00	\$97.00	\$1,348,300.00	\$86.85	\$1,207,215.00	\$132.00	\$1,834,800.00	\$115.00	\$1,598,500.00	\$104.00	\$1,445,600.00	\$115.00	\$1,598,500.00
26	Trail Signage	7	EA	\$500.00	\$3,500.00	\$500.00	\$3,500.00	\$450.00	\$3,150.00	\$495.00	\$3,465.00	\$400.00	\$2,800.00	\$475.00	\$3,325.00	\$500.00	\$3,500.00
27	Turf Establishment - Sodding	9200	SY	\$6.00	\$55,200.00	\$7.00	\$64,400.00	\$8.00	\$73,600.00	\$6.00	\$55,200.00	\$8.00	\$73,600.00	\$12.75	\$117,300.00	\$12.00	\$110,400.00
28	Pavement Markings and Signage for ADA Accessible Parking	1	LS	\$3,800.00	\$3,800.00	\$2,200.00	\$2,200.00	\$1,950.00	\$1,950.00	\$1,635.00	\$1,635.00	\$2,000.00	\$2,000.00	\$3,200.00	\$3,200.00	\$4,000.00	\$4,000.00
29	4-inch Traffic Striping	75	LF	\$6.00	\$450.00	\$10.00	\$750.00	\$6.00	\$450.00	\$5.00	\$375.00	\$6.00	\$450.00	\$3.00	\$225.00	\$5.00	\$375.00
Totals					\$3,551,520.00		\$3,298,395.00		\$2,390,090.00		\$3,343,100.00		\$3,131,377.00		\$3,148,640.00		\$3,320,915.00



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Brooke Lindemann
Interim Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Environmental Allies, LLC		
Business Name (if different from legal name)			
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business?
Federal ID # or S.S. #	92-1469950	SAM.gov Unique Entity ID # M1Y4UGZGB8A3	
SAM.gov CAGE / NCAGE	9DW75		
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	9730 Windfern Road		
City/State/Zip	Houston, TX 77064		
Physical Address	9730 Windfern Road		
City/State/Zip	Houston, TX 77064		
Phone Number	713-559-9372		
E-mail	sbourgeois2@environmentalallies.com		
Contact Person	Sherrie Bourgeois		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification # _____	Cert Date _____
	SBE-Small Business Enterprise <input type="checkbox"/>	Certification # _____	Exp Date _____
	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)	237310; 238910		
Signature of Authorized Representative			
Printed Name	Steven Crianza		
Title	Partner		
Date	October 14, 2025		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

*Fort Bend County, Texas
Invitation for Bid*



*Construction of Kitty Hollow Dam Improvements and Park Trail for Fort Bend County
BID 26-016*

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term
“Purchasing Department” in address to assist in
proper delivery

SUBMIT NO LATER THAN:

Tuesday, October 14, 2025
2:00 PM (Central)

LABEL ENVELOPE:

BID 26-016
Kitty Hollow Dam Improvements and
Park Trail

*ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.*

BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.

BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing
after Commissioners Court award.

Requests for information must be in
writing and directed to:
Tyler Kendziora
Senior Buyer
Tyler.Kendziora@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no
Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department one (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The Contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of corrective fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change.

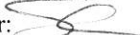
If a pricing form in Excel is included and/or posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201 Richmond Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201 Richmond, Texas 77469.
- 1.6 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Tyler Kendziora, Senior Buyer, 301, Jackson, Suite 201, Richmond, Texas, 77469, E-mail: Tyler.Kendziora@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

Initials of Bidder: 

responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include it in the returned bid package. Deadline for submission of questions and/or clarification is no later than **Tuesday, October 07, 2025 at 9:30AM (central)** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.7 References: All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include, 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


Initials of Bidder: 

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

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

2.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to complete the construction of Kitty Hollow Dam Improvements and Park Trail located at 9555 Hwy 6 South, Missouri City, Texas 77459, hereinafter referred to as the "Project," as specified herein.

Initials of Bidder: 

- 2.1 *Work* means the procurement, delivery and proper construction and/or installation of all materials and facilities and associated appurtenances necessary to fulfill the winning bidder's obligations (hereinafter the "Contractor") under the Contract as awarded for the Project specified herein, including the coordination and administration of all services necessary for Contractor, and/or its agents and/or subcontractors, to fulfill Contractor's obligations under the Contract.

3.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Tuesday, September 30, 2025 at 9:30 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.


4.0 LIQUIDATED DAMAGES:

The County and the Contractor recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the work is not complete on time. Accordingly, instead of requiring any such proof, the County and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the County \$250.00 for each day that expires after the time specified herein for completion until the Work is complete, unless contract time has been adjusted by extension of time approved by Commissioner's Court.

The Contractor will be placed on one (1) year probation if liquidated damages are accrued. During the probation period, if the Contractor accrues liquidated damages on another project, they will be disqualified from being awarded any County work for two (2) years.

5.0 COMPLETION TIME & 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 County Auditor, 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 a customary, accurate and complete application for payment is received by the County Auditor not later than the 15th day of a month, Fort Bend County shall make payment of all undisputed amounts to the Contractor not later than the 15th day of the next month. If an application for payment is received by the County Auditor after the application

Initials of Bidder: 

deadline fixed above, payment shall be made by Fort Bend County not later than 30 days after the County Auditor 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 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:

Upon substantial completion of the Project, add 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 should be deducted for incomplete work and unsettled claims.

5.2.4.5 Final payment, constituting the entire unpaid undisputed balance of the contract sum, shall be made by Fort Bend County to the Contractor when Fort Bend County and the Contractor agree that the Contract has been fully performed by the Contractor.

5.3 Before the first application for payment, the Contractor shall submit to the Parks Department 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 Parks Department may require. This schedule, unless objected to by the Parks Department shall be used as a basis for reviewing the Contractor's application for payment.

Initials of Bidder: 

- 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 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 or ability to perform, Fort Bend County may demand that the Contractor give written assurance of its intent to perform and its plan to properly continue performance, including a reasonably detailed timeline. In the event that a demand is made and no assurance is given within five (5) business days, Fort Bend County may treat this failure as an anticipatory repudiation of the Contract.

8.0 PERFORMANCE & PAYMENT BONDS:

Performance and Payment Bonds: In the event the total accepted bid price exceeds \$25,000 the Contractor must provide a payment bond in the amount of 100% of the total contract sum, and in the event the total accepted bid price exceeds \$100,000 the contractor must also provide a performance bond in the amount of 100% of the total contract sum. Bonds must be submitted to the Office of the County Purchasing Agent 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,

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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 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.

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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 liability of the Contractor.
- 10.8 Builder's Risk Insurance: Contractor is required to provide proof before a Purchase Order is issued for this project and keep in full force and effect until the Transfer Date, Builders Risk Insurance, subject to policy terms and conditions, of direct physical loss or damage to property, materials, equipment and supplies which are to become an integral part of the Project, whether owned by Contractor, or subcontractors of every tier, and in which one or more of same has an insurable interest, while in transit, while at the Construction Site awaiting construction, during construction, and until the Transfer Date. Such insurance shall be maintained to cover, as nearly as practicable, the insurable value of such property, materials, equipment and supplies at risk, and shall contain a waiver of subrogation in favor of Contractor, Architect, subcontractors of any tier and Owner for loss or damage occurring during the Work and shall name Contractor as the named insured and Owner as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to 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

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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.
- 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:

Initials of Bidder: 

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.

General Decision Number: TX20250034 02/07/2025

State: Texas

Construction Type: Heavy

Counties: Brazoria, Fort Bend, Galveston, Harris, Matagorda, Montgomery, Waller and Wharton Counties in Texas.

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

Note: 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)(1).

If the contract is entered into on or after January 30, 2022 or the contract is renewed or extended 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 17.75 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 2025.

If the contract was awarded on or between 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 \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

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.

Additional information on contractor requirements and worker protections under the Executive orders is available at <http://www.dol.gov/whd/govcontracts>.

Initials of Bidder: 

Modification Number Publication Date
0 02/07/2025

SUTX1998-009 03/26/1998

The following rates were revised pursuant to 29 CFR 1.6(c)(1) on 02/07/2025.

	Rates	Fringes
ASPHALT DISTRIBUTOR	\$ 19.87	
Asphalt Paving Machine	\$ 21.09	
Asphalt Raker	\$ 17.38 **	
Asphalt Shoveler	\$ 15.63 **	
Batching Plant Weigher	\$ 23.31	
Broom or Sweeper Operator	\$ 16.81 **	
Bulldozer	\$ 20.80	
Carpenter	\$ 21.72	
Concrete Curbing Mach	\$ 18.47	
Concrete Finisher – Paving	\$ 20.71	
Concrete Finisher-Structures	\$ 20.69	
Concrete Finishing Machine	\$ 24.74	
Concrete Joint Sealer	\$ 22.03	
Concrete Paving Float	\$ 19.52	
Concrete Paving Saw	\$ 21.01	
Concrete Paving Spreader	\$ 19.56	
Concrete Rubber	\$ 18.89	
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel	\$ 23.82	

Crusher or Screening Plant Operator	\$ 23.08
ELECTRICIAN	\$ 33.89
Flagger	\$ 15.21 **
Form Builder (Structures)	\$ 20.90
Form Liner - Paving & Curb	\$ 18.95
Form Setter (PAVING/CURB)	\$ 18.59
Form Setter-Structures	\$ 18.99
Foundation Drill Operator, Crawler Mounted	\$ 26.42
Foundation Drill Operator, Truck Mounted	\$ 26.71
Front End Loader	\$ 19.50
Labor Common	\$ 15.63 **
Laborer-Utility	\$ 17.90
Lineperson	\$ 15.74 **
MANHOLE BUILDER (Brick)	\$ 17.82
MECHANIC (Undefined)	\$ 23.88
Milling Machine Operator	\$ 21.89
Mixer	\$ 16.66 **
Motor Grader	
FINE GRADE	\$ 23.31
Other	\$ 22.39
Oiler	\$ 20.06
Painter-Structures	\$ 29.38
Pavement Marking Machine	\$ 15.63 **

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Piledriver	\$ 23.00
Pipe layer	\$ 17.82
Reinforcing Steel Setter Paving	\$ 26.23
Reinforcing Steel Setter Structures	\$ 26.17
Roller, Pneumatic, Self Propelled	\$ 16.70 **
Roller, Steel Wheel Other Flatwheel or Tamping	\$ 15.97 **
Roller, Steel Wheel Plant Mix Pavements	\$ 19.41
Scraper	\$ 18.24
Servicer	\$ 19.96
SIGN ERECTOR	\$ 21.11
Sign Installer	\$ 15.63 **
Slipform Machine Operator	\$ 19.31
Spreader Box Operator	\$ 19.05
Steelworker Structural	\$ 21.72
Tractor-Crawler Type	\$ 21.24
Tractor-Pneumatic	\$ 18.87
Traveling Mixer	\$ 19.62
Trenching Machine, Heavy	\$ 28.46
Trenching Machine, Light	\$ 22.03
Truck Driver Lowboy Float	\$ 23.69

Truck Driver Single Axle Heavy	\$ 18.38
Truck Driver Single Axle, Light	\$ 17.10 **
Truck Driver Tandem Axle Semi-Trailer	\$ 16.79 **
Wagon Drill, Boring Machine	\$ 21.30
WELDER	\$ 21.89
Work Zone Barricade	\$ 15.63 **

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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 <https://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) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

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Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007

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01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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The request should be accompanied by a full statement of the interested party's position and 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

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 written demand as requested 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 On written demand as requested by Fort Bend County, 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 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.

Initials of Bidder: 

- 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.
- 14.2.4 Materials testing necessary for the Project and required by laws and regulations, construction industry standards as approved by Fort Bend County and this Contract; the frequency of testing shall be approved by Fort Bend County. **It is the contractor's responsibility to engage a material testing laboratory to perform testing on the structural concrete to be used for foundation work in this project. The cost of testing shall be incidental to bid item for drill shaft foundation. Testing of concrete shall comply with current TXDOT criteria. Contractor has to submit the name of the testing laboratory, intended to be used by the contractor for this project, for County's approval.**
- 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

Initials of Bidder: _____

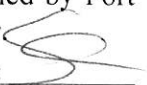
there over. Fort Bend County agrees to exercise its rights of review and approval hereunder with due diligence, reasonableness, and good faith. Fort Bend County shall use its reasonable efforts to expedite any required review of the Project or other matters by any governmental authority.

14.4 Changes.


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

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

14.4.3 Change Order Authorization. Each Change Order shall be signed by Fort Bend County and an authorized representative of the Contractor


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

Initials of Bidder: 


the provisions of this Contract. The Contractor shall perform the work in a good and workmanlike manner.

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

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activity; or violation of state, federal, or municipal statutes. Fort Bend County may, upon thirty (30) days written notice to the Contractor, require the removal of any individual from providing services without cause.

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

Initials of Bidder: 

- a) Severe and unavoidable natural disasters such as fires, floods, epidemics and earthquakes;
- b) Abnormal weather conditions;
- c) Acts or failures to act of the County , third party utility owners or other third – party entities; and
- d) Acts of war or terrorism.

Contractor and the County agree and stipulate that an extension of the Contract Time shall be the sole remedy of Contractor for delays in performance of the Work, whether or not such delays are foreseeable, except for delays caused solely by acts of the County that constitute fraud, intentional misrepresentation, gross negligence, intentional arbitrary or capricious acts and/or omissions or intentional interference with Contractor’s performance of the Work and then only to the extent such acts continue after Contractor notifies Owner in writing of such conduct. For delays caused by any act(s) other than fraud, intentional misrepresentation, gross negligence, intentional arbitrary or capricious acts and/or omissions or intentional interference with Contractor’s performance of the Work Contractor shall not be entitled to any compensation or recovery of any damages including, without limitation, those damages prohibited or limited in Sections 14.15.1 – 14.15.8 below. The County’s exercise of any of its rights or remedies under the Contract including, without limitation, ordering changes in the Work or directing suspension, rescheduling, or correction of the Work, in response to any breach or failure by the Contractor to comply with the terms of the Contract Documents or the Contractor’s obligations arising therefrom, shall not be construed as intentional interference with Contractor’s performance of the Work regardless of the extent or frequency of the County’s exercise of such rights or remedies.


Without limiting the foregoing, except as otherwise expressly provided in this Agreement in calculating the amount of any claim recoverable by Contractor, the following limitations on the recovery of damages shall apply:

14.15.1 No indirect or consequential damages will be allowed.

14.15.2 No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated losses of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.

14.15.3 Damages, to the extent recoverable, are limited to the additional, actual costs specifically shown to have been directly incurred by the Contractor and solely caused by the proven wrong.

14.15.4 No damages will be allowed for home office overhead or other home office charges.

Initials of Bidder: 

- 14.15.5 No exemplary damages or unjust enrichment damages shall be recoverable.
- 14.15.6 No recovery of attorney's fees shall be recoverable except as expressly permitted under the Agreement.
- 14.15.7 No profit will be allowed on any damage claim, except as expressly recoverable under the Agreement as Fee on Cost of the Work incurred.
- 14.15.8 Notwithstanding any other damage limitation herein the County and the Contractor recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Contractor if the County is found to have intentionally interfered with Contractor's performance of the Work by fraud, misrepresentation, gross negligence, or intentional arbitrary or capricious acts and/or omissions. Accordingly, instead of requiring any such proof, the County and the Contractor agree that as liquidated damages (in lieu of any other remedy or damages) for delay, disruption or hindrance (but not as a penalty) the County shall pay the Contractor \$250.00 for each day that a court of competent jurisdiction finds the County's conduct referenced in Section 14.15 (above) is the sole cause of Contractor's delay in completing the Work.

15.0 TERMINATION:

- 15.1 Fort Bend County may terminate the Contract for cause if the Contractor:
 - 15.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
 - 15.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.
 - 15.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
 - 15.1.4 Otherwise commits 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:

Initials of Bidder: 

- 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.
- 15.2.3 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.

15.3 Termination for Convenience of Fort Bend County

Fort Bend county reserves the right, without breach, to terminate the Contract prior to, or during the performance of the Work, for any reason. Upon such an occurrence, the following shall apply.

- 15.3.1 The County will notify Contractor in writing of the county's determination to terminate the contract for convenience and the effective date of the Contract termination. The notice may also contain instructions necessary for the protection, storage or decommissioning of incomplete work or systems, and for safety.
- 15.3.2 Upon receipt of the notice of termination, Contractor shall immediately proceed with the following obligations, regardless of any dispute in determining or adjusting any amounts due at that point in the Contract:
 - 15.3.2.1 Stop all work.
 - 15.3.2.2 Place no further subcontracts or orders for materials or services.
 - 15.3.2.3 Terminate all subcontracts for convenience.
 - 15.3.2.4 Cancel all materials and equipment orders as applicable.
 - 15.3.2.5 Take appropriate action that is necessary to protect and preserve all property related to the Contract which is in the possession of Contractor.
 - 15.3.2.6 When the Contract is terminated for Owner's convenience, Contractor may recover from Owner payment for all Work executed. Contractor may not claim lost profits or lost business opportunities.

- 15.4 Settlement on Termination. When the Contract is terminated by the County under 15.3, at any time prior to one hundred eighty (180) days after the effective date of

Initials of Bidder: 

termination, Contractor shall submit a final termination settlement proposal to the County based upon recoverable costs as provided under the Contract. If Contractor fails to submit the proposal within the time allowed, the County may unilaterally determine the amount due to Contractor because of the termination and pay the determined amount to Contractor.

16.0 COMPLETION, TRANSFER, & 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.

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

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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 Parks Department, 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, Richmond, Texas 77469, Attention: County Judge.

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

20.0 RECORDS:

20.1 Fort Bend County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to the Contract by Contractor.

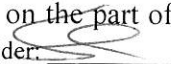
20.2 The Contractor agrees to maintain and preserve for a period of at least five years after the earlier of the expiration of the defects period or termination of this Contract, accurate and complete records relating to the performance of the Project. The Contractor agrees to, upon request, provide Fort Bend County with such records.

21.0 SUCCESSORS & 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

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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.

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,

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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 & VENUE

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

30.0 PROJECT DURATION:

Bidder agrees, if awarded the contract, to complete all work required by the contract documents **within _____ calendar days (maximum 334 days)** after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Parks Department.

31.0 AWARD:

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

32.0 TEXAS ETHICS COMMISSION FORM 1295:

32.1 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/filinginfo/1295/>

32.2 On-line instructions:

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

32.2.2 Identification number used by the governmental entity is: B26-016.

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32.2.3 Description is the title of the solicitation: Construction of Kitty Hollow Dam Improvements and Park Trail

32.3 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.

33.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

33.1 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.


33.2 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.

34.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws

35.0 INDEMNITY FOR BODILY INJURY OR DEATH CLAIMS

Indemnity for certain bodily injury or death claims. To the fullest extent permitted by law, contractor shall indemnify, defend and hold harmless the county from and against all claims, losses, expenses, costs, demands, suits, causes of action, and damages, including without limitation, attorneys' fees and expenses, for bodily injury or death of any employee of contractor, its agents, or its subcontractors of every tier, even if the bodily injury or death is caused by or alleged to have been caused by the sole or partial negligence, fault or strict liability of any indemnitee. Indemnity for all other claims. For all claims not addressed in the preceding section or section 11.0 above , including, without limitation, claims for damage to or loss of use of property and claims for bodily injury to or death of any person other than that addressed in the immediately preceding section, to the fullest extent permitted by law, contractor shall indemnify, defend and hold harmless the county from and against all claims, losses, expenses, costs, demands, suits, causes of action, and damages, including without limitation, attorneys' fees and expenses, of any nature whatsoever arising out of or related to this contract or the work to be performed under this contract, but only to the extent of the negligence or other fault of the contractor, its agents, representatives, employees or subcontractors of any tier.

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36.0 AGREEMENT TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT

To the maximum extent allowed by law, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration under the Federal Arbitration Act, 9 U.S.C. § 1, et seq. administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. For cases in which the amount in controversy is less than \$250,000, there shall be no discovery other than an expeditious and complete exchange of documents relative to the dispute. For cases in which the amount in controversy is between \$250,000 and \$1,000,000, there shall be no discovery except for an expeditious and complete exchange of such documentary information and up to three (3) depositions per side (including expert depositions, if any). For cases in which the amount in controversy exceeds \$1,000,000, there shall be no discovery except for an expeditious and complete exchange of such documentary information up to five (5) depositions per side (including expert depositions, if any). No formal interrogatories, request for admissions or formal request for production of documents shall be allowed in the arbitration process. The hearing on the merits will be completed no later than ninety (90) days after the initial demand for arbitration is made for disputes involving amounts in controversy of up to \$250,000; no later than no later than one hundred twenty (120) days after the initial demand for arbitration is made for disputes involving amounts in controversy of between \$250,000 and \$1,000,000; and, no later than three hundred sixty five (365) days after the initial demand for arbitration is made for disputes involving amounts in controversy of over \$1,000,000.


37.0 ADDITIONAL REQUIRED FORMS:

All vendors submitting are required to complete and return with submission

- 37.1 Required Proof of Insurance
- 37.2 Vendor Form
- 37.3 W9 Form
- 37.4 Tax Form/Debt/Residence Certification
- 37.5 Contractor Acknowledgement of Stormwater Management Program
- 37.6 Electronic Excel file of Pricing Form on flash drive and printed hard copy

38.0 EXHIBIT:

- Exhibit I: Project Manual
- Exhibit II: Plans

Initials of Bidder: 

**Contract Sheet
Bid 26-016**

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

This memorandum of agreement made and entered into on the 20 day of November, 2025,
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
Environmental Allies, LLC (hereinafter designated Contractor).

(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Construction of Kitty Hollow Dam
Improvements and Park Trail** 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 24 day of November 2025.

Fort Bend County, Texas

By: KP George
County Judge, KP George

By: STC
Signature of Contractor

By: Steven Crianza/Partner
Printed Name and Title

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Environmental Allies LLC
	2	Business name/disregarded entity name, if different from above.
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____
	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>
	5	Address (number, street, and apt. or suite no.). See instructions. 9730 Windfern Rd
	6	City, state, and ZIP code Houston, TX 77064
	7	List account number(s) here (optional)
		Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
9	2	-	1	4	6	9	9	5	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person <i>Brian Saad</i>	Date 1-5-25
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

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

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

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their 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 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, 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 instructions for Part II 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, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

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

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, 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 are no longer 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner 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. 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, enter it on line 2.

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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 on 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 territory, 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 territory.
- 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 as defined under section 581.
- 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 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² 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) entered 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 territory, 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. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

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 ITIN. Enter it in the entry space for the Social security number. 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, 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. You may also get this form by calling 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/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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 item 1, 4, or 5 below indicates 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. 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
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ 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.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 877-777-4778 or TTY/TDD 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. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft 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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Job No.: 26-016

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 92-1469950

Company Name submitting Bid/Proposal: Environmental Allies, LLC

Mailing Address: 9730 Windfern Road, Houston, TX 77064

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

<u>Fort Bend County Tax Acct. No.*</u>	<u>Property address or location**</u>
	None

* This is the property account identification number assigned by the Fort Bend County Appraisal District.
 ** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Environmental Allies, LLC is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.
[Company Name] [City and State]

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:

Environmental Allies, LLC

(Company/Contractor)

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

A handwritten signature in black ink, appearing to read "Steven Crianza", is written over a horizontal line.

Contractor Signature

October 14, 2025

Date

Steven Crianza

Printed Name

Partner

Title



9730 Windfern
Houston, TX 77064
Ph # 281-442-4112
Fax # 281-442-4117

www.environmentalallies.com

Contractor Statement of Qualifications

Environmental Allies, LLC

Federal ID #: 92-1469950

Organizational Background:

Date of Incorporation: March 6, 2002

Dunn & Bradstreet Number: 080305784

Principal Place of Business: 9730 Windfern Road, Houston, TX 77064

Partners: Steven Guinn, Amanda Mayberry, Steven Crianza, Cameron Friess, Jimmy King, Steven Hamilton

Officers: President/CEO: Cameron Friess Secretary: Steve Guinn Vice President: Amanda Mayberry

Treasurer: Steve Guinn

Years operating under present name: 26 Years

Has the business ever defaulted, declared bankruptcy, or undergone reorganization procedures? No

Has a predecessor of the business defaulted, declared bankruptcy, or undergone reorganization? No

Are there presently any outstanding claims pending against the business? No

Has the business been involved in litigation within the past 5 years or is it currently involved in litigation? No

Principal Individuals:

Name	Current Position	Years with Company	Years Experience
Steve Guinn	Chairman	26	26
Amanda Mayberry	Board of Directors	26	26
Cameron Friess	CEO	10	10
Steven Crianza	Principal HTX	11	18
Jimmy King	Principal CTX	20	20
Murrah Mayberry	Chief Estimator	15	30
Steven Hamilton	Principal HTX	9	9

Construction Experience:

Years of Experience as a Subcontractor: 26 Years

Years of Experience as a General Contractor: 23 Years

Types of Work Performed: Civil Construction and Erosion Control

Has the business or any owner, officer, partner or member of the business:

*Ever failed to complete a construction contract, forfeited a bid bond/proposal guaranty, had liquidated damages withheld from its total compensation due on a contract, or refused to enter into contract for work awarded to it? No

*Ever been cited or convicted for violation of any OSHA or State safety law/regulation? No

Completed Projects:

Please See Attached List

Projects In Progress:

Please See Attached List

Banking Reference:

Trustmark National Bank

945 Bunker Hill

Houston, TX 77024

Michael Londono; First vice President CFA, CMA ERP; 713-827-3795 (O); 281-387-8748 (C)

Surety Reference:

Euler Hermes North America Insurance Company

100 International Drive, 22nd Floor

Baltimore, MD 21202

NAIC #20516

Authorized to do Business in Texas: Yes

Maximum Amount of Bond Authorized to Issue: \$33,597,000.00

Rating: A+

Agent Name and Address: Keenan Lehmann

USI Insurance Services

7600C North Capital of Texas Hwy.,

Austin, TX 78731

Phone: 512-434-9470

Authorized to sign bonds? Yes

Projects Completed

City of La Porte-Northside Neighborhood Drainage Improvements Phase 2

- a. Amount - \$3,083,414.61
- b. Type of Work – Demo and disposal of existing concrete roadway, driveways and structures; install concrete roadway and driveways; Remove RCP; Install PPP; Traffic Control; SWPPP; Site Restoration
- c. Date Completed – June 2025
- d. Location (city, county, state) Harris County, TX
- e. Engineer: Shuo Qu, squ@lan-inc.com; 713-821-0355; 2925 Briarpark Drive, Suite 400, Houston, TX 77042
- f. Percentage of Work Self Performed: 95%

City of Hempstead CDBG-MIT Citywide Drainage Improvements

- a. Amount - \$7,644,930
- b. Type of Work- Site Clearing; Excavation; Ditch Regrading; Remove and dispose of existing roadway; Installation of concrete pavement; Remove and dispose of pipe; Pipe installation; Junction Box installation; Remove and relocate existing power poles; Tree removal; SWPPP; Remove and dispose of chain link fence; Remove and dispose of concrete ditch; Construction Staking; Construction Materials testing; Restoration and seeding
- c. Date Completed- June 2025
- d. Location (city, county, state) Hempstead, Waller County, TX
- e. Engineer: Strand Associates; Jared Engelke, PE; jared.engelke@strand.com; 979-836-7937 ext. 6203; 1906 Niebuhr St., Brenham, TX 77833
- f. Percentage of Work Self Performed: 95%

City of Missouri City-Street Reconstruction Projects Cave Run Drive

- a. Amount - \$874,410.00
- b. Type of Work – Demo and disposal of existing concrete roadway; install concrete roadway, curbs, sidewalks, and driveways; Install pavement markings; Traffic Control; SWPPP; Sodding
- c. Date Completed –April 2025
- d. Location (city, county, state) Missouri City, TX
- e. Engineer: Vincent Silva; Vincent.silva@missouricitytx.gov; 281-403-8567; 1522 Texas Parkway, Missouri City, TX 77489
- f. Percentage of Work Self Performed: 100%

City of Missouri City-Street Reconstruction Projects Valley Manor Drive

- a. Amount - \$1,671,509.01
- b. Type of Work – Demo and disposal of existing concrete roadway; install concrete roadway, curbs, sidewalks, and driveways; Install pavement markings; Install RCP; Adjust water lines and fire hydrant; Remove and replace sprinklers; Traffic Control; SWPPP; Sodding
- c. Date Completed –April 2025
- d. Location (city, county, state) Missouri City, TX
- e. Engineer: Vincent Silva; Vincent.silva@missouricitytx.gov; 281-403-8567; 1522 Texas Parkway, Missouri City, TX 77489
- f. Percentage of Work Self Performed: 100%

SW Houston Redevelopment Authority-TIRZ 20-2023 Panel Replacement and Rehabilitation

- a. Amount - \$2,147,924.00
- b. Type of Work – Replacement of damaged roadway panels at 36 locations throughout the Southwest Houston area
- c. Date Completed –May 2024
- d. Location (city, county, state) Harris County, TX

e. Engineer: Cobb Fendley & Associates; Thomas Artz- 13430 Northwest Fwy, Suite 1100, Houston, TX 77040; 713-462-3242; tartz@cobbfendley.com

f. Percentage of Work Self Performed: 100%

HC 23/0041-Drainage Improvements in the Bear Creek Village Subdivision – Stage A (2018) for Harris County Precinct 4

a. Amount - \$7,857,222.00

b. Type of Work – Site Prep and Earthwork; Subgrade and Paving, Drainage, Waterlines, SWPPP, Traffic Control

c. Date Completed –December 2024

d. Location (city, county, state) Harris County, Houston, TX

e. Engineer: Harris County; Luis Bermudez; 281-678-5733; 1111 Fannin Street, 12th Floor, Houston, TX 77002

f. Percentage of Work Self Performed: 90%

HC 22/0430-Construction of Sidewalks at East Meyer Avenue for Harris County Precinct 2

a. Amount - \$664,484.16

b. Type of Work – Clearing and Grubbing; Removal of concrete driveways, roadway paving, sidewalks, curbs, and ramps, asphaltic surface and base material; Sodding; Relocation of traffic signs, mailboxes, roadway signs; Install concrete roadway, driveway, sidewalks, curbs; Pavement Markings; Pipe Installation

c. Date Completed – August 2023

d. Location (city, county, state) Harris County, Seabrook, TX

e. Engineer: InfraTech Engineers; Zahidul Siddique; zahidul.siddique@infratech-us.com; 832-701-3224 (C); 832-991-8164 (O)

f. Percentage of Work Self Performed: 96%

Esperanza Apartments-Keith Harrow

a. Amount- \$3,716,000.00

b. Type of Work- Concrete Paving; Curbs; Sidewalks; Site Utilities

c. Date Completed- May 2022

d. Date Completed- May 2022

e. Location (city, county, state)-Harris County, Katy, Texas

f. Developer- SG@Keith Harrow LLC; Joe Valle; 281-839-6656; jvalle@sgpropertymgmt.com

g. Percentage of Work Self Performed: 100%

Esperanza Apartments-Queenston Blvd

a. Amount- \$2,130,000.00

b. Type of Work- Concrete Paving; Curbs; Sidewalks; Site Utilities

c. Date Completed- June 2021

d. Location (city, county, state)-Harris County, Houston, Texas

e. Developer- SG@Queenston LLC; Joe Valle; 281-839-6656; jvalle@sgpropertymgmt.com

f. Percentage of Work Self Performed: 100%

Projects in Progress

Gulfgate Redev Auth.-TIRZ 8-Multiple Street Improvements – Phase III

- a. Amount - \$3,827,359.00
- b. Type of Work – Replacement of damaged roadway panels, sidewalks, and curbs at multiple locations throughout the South Central Houston area
- c. Percentage Completed – 90%
- d. Scheduled Completion – June 2025
- e. Location (city, county, state) Harris County, Houston, TX
- f. Engineer: Lockwood Andrews & Newman; Mark Woodward; mhwoodward@lan-inc.com; 713-821-0269; 2925 Briarpark Dr, Houston, TX 77042
- g. Percentage of Work Self Performed: 100%

HC Job No. 19/0115-Storm Sewer Outfall Repairs

- a. Amount- \$1,697,301.00
- b. Type of Work- Excavation; 4 Year contract for on demand storm sewer services within the county and jurisdiction of Harris County Flood Control.
Work Scope:
 - ❖ 15514 Garret Road-Demo, Remove, Dispose of asphalt; Install new asphalt; Guardrail install with roadway striping and signage
 - ❖ 16431 North Shore Drive-Demo, Remove, Dispose of asphalt, Install new asphalt; Guardrail install with roadway striping and signage
 - ❖ 907 Indian Shores- Demo, Remove, Dispose of asphalt, Install new asphalt; Guardrail install with roadway striping and signage
 - ❖ Foley Road-RCP Pipe removal with asphalt demo and disposal
- c. Percentage Completed- 90%
- d. Scheduled Completion- June 2025
- e. Location (city, county, state)- Harris County, Texas
- f. Engineer: Paul Fries; 713-274-4002; paul.fries@eng.hctx.net
- g. Percentage of Work Self Performed: 95%

HC 24/0359-North Forest Subdivision-2018-Drainage Improvements for Harris County Precinct 1 (CDBG-MIT/GLO)

- a. Amount - \$18,424,579.00
- b. Type of Work –Site Preparation and Earthwork; Demo and remove old concrete; Install Concrete Pavement, Curbs, Sidewalks and Driveways; Install RCP; Jack and Bore Tunneling; Install Manholes and Junction Boxes; Install Culvert Boxes; Detention Basin Excavation; Installation of Clay Liners; Install CMP, permanent barricade, and floatable collection screen; Landscaping; Traffic Control; Signing and pavement markings; SWPPP
- c. Percentage Completed – 15%
- d. Scheduled Completion – July 2026
- e. Location (city, county, state) Harris County, TX
- f. Engineer: Niranjan Reddy; Niranjan.reddy@harriscountytexas.gov; 713-274-3592; 1111 Fannin, 12th Floor, Houston, TX 77002
- g. Percentage of Work Self Performed: 90%

HC 24/0415-Dowdell Woods Subdivision-Drainage Improvements for Harris County Precinct 3 (CDBG/MIT/GLO)

- a. Amount - \$6,950,954.00
- b. Type of Work –Site Prep & Earthwork, Subgrade & Paving, Storm Sewer, Traffic Control, Signing & Pavement Markings, SWPPP
- c. Percentage Completed – 35%

d. Scheduled Completion – January 2026

e. Location (city, county, state) Harris County, TX

f. Engineer: Aaron Moore.; amoore@dccm.com; [\(713\) 874-9162](tel:7138749162); 1800 Post Oak Blvd Suite 450, Houston, TX 77056

g. Percentage of Work Self Performed: 95%

City of La Porte-Bayside Terrace Subdivision Drainage Improvements Project

a. Amount - \$9,756,122.45

b. Type of Work – Demo and disposal of existing concrete roadway; install concrete roadway, curbs, sidewalks, and driveways; Install pavement markings; Remove RCP; Install PPP; Traffic Control; SWPPP; Install Fencing; Relocate Signs and Mailboxes; Sodding

c. Percentage Completed – 90%

d. Scheduled Completion – July 2025

e. Location (city, county, state) Harris County, TX

f. Engineer: Kennard Givens; givensk@laportetx.gov; 281-470-5110; 604 W Fairmont Parkway, LaPorte, TX 77571

g. Percentage of Work Self Performed: 95%

Environmental Allies, Inc.
Schedule of Tools and Equipment
As of June, 2025

Date Acquired	Description
	Dozers:
1/1/2022	Deere 1050 K
9/22/2021	Komatsu D65PC-18 SN 92172
7/1/2021	2021 Komatsu D51PC-24 Dozer SN 15139
9/01/2021	Mustang CAT D6N Ripper SN S9B01014
5/07/2021	Komatsu D85PX-18 Dozer VIN 23417
5/01/2021	CAT Track Type Tractor Model D6K2LGP-EL703516
1/25/2021	CAT D6 Dozer SN LGP-KMT00423
12/27/2020	1-CAT D6 Dozer with GPS
12/27/2020	1-CAT D5 Dozer with GPS
12/27/2020	1 CAT D6K Dozer SN LGP-KMT00423 with GPS
11/16/2020	CAT D5Dozer SN Z6A00238
12/27/2016	CAT D3 Dozer K2 HRC S/N KL20254
3/22/2025	Komatsu D39PX-24 Crawler Dozer SN 102108
	Excavators:
4/1/2022	380 Volvo Excavator-VIN 314850
3/1/22	530 Volvo Excavator-ECR88D-SN 217425
10/1/2021	CAT 313
4/01/2021	John Deere 300G Excavator TN731455 VIN 1FF300GXCK731455
2/10/2021	Komatsu PC 490 Excavator
10/20/2020	CAT 305 SN H5M13051
3/12/2020	CAT Model 305E2 HEXMN - H5M11263
2/12/2020	CAT Model 308 36" Bucket Serial No: A419BBK20513
2/10/2020	CAT 326FL Excavator Serial No: FBR20944
1/17/2020	CAT 308-07A Mini Excavator
4/9/2019	CAT 305E2 SN HEXMN-H5M08640
12/27/2016	CAT Model 313F
4/12/2024	2023 Volvo ECR88D SN 219429
8/15/2024	Monk JCB Used 55Z Mini Excavator SN 3374381
	Loaders:
2/10/2021	Komatsu WA 320 – Wheel Loader
1/13/2020	249 D3 CAT Compact Track Loader SN: P9C00681
2/12/2020	Cat Skid Steer Loader Serial No: ZB201793
6/19/2018	249D CAT Track Loader for Dallas 0GWR02196
2/27/2019	249D CAT Track Loader 0GWR02254
2/27/2019	249D CAT Track Loader 0GWR01815
11/9/2018	249D CAT Track Loader 0GWR02510
3/31/2019	249D CAT Track Loader GWR02908
3/31/2019	249D CAT Track Loader GWR02911
3/24/2016	246 D CAT Track Loader Serial #OBYF02815
3/24/2016	246 D CAT Track Loader Serial # OBYF02005
10/31/2020	2010 Bobcat T300 Skid Steer Loader SN A5GU35907
4/11/2017	289D w/Grapple Bucket & Skid Steer Brom Attachment

4/29/2015	287B CAT Skid Steer
6/30/2014	2007 277B Skid Steer VIN (CAT0277BPMDH04824)
8/4/2023	CC6561GK Self Propelled Kubota Gas 61hp SN 168047
9/1/2024	Komatsu WA270-8 Wheel Loader SN A30717
9/13/2024	Kubota SVL75-3W SN KBCZ053CHR1F26649
3/19/2025	2024 Used 544P Wheel Loader SN 1DW544PAVRLX21359
3/19/2025	2024 Used 544P Wheel Loader SN 1DW544PAERLX22291
	Compactors:
4/01/2021	Dyna Pac CA1300PD Roller VIN 10000159EKA023787
2/10/2021	Dyna Pac C8 1300 – 54” Pad Foot Compactor
7/31/2020	Trench Roller BMP8500 SN: 101720132183 – Walk Behind
4/23/2020	Bomag 8500 Mill Compactor SN 101720132116
10/9/2024	2024 Volvo AD45D SN 230628
12/24/2024	Dynapac CC900 SN 10000303LRA040305
3/12/2025	Case Single Drum Vibrator SV207E SN DDDS207ENM3012290
3/24/2025	2024 Volvo SD75B SN VCE0S75BJ0S241786
4/10/2025	2023 Volvo DD35B SN 273564
4/25/2025	CASE PT240 SN DDDP240DNLNTJ2142
5/9/2025	Volvo D110B Double Drum Vibrating Roller SN VCED110BE0S285191
	End Dumps / Haul Tractors:
1/1/2022	2022 International Truck
12/20/2021	2022 International Tractor Fuel Truck VIN 3HAECTAT5NL264833
9/10/2021	Peterbilt heavy haul tractor & Kaufman heavy haul trailer
6/01/2021	Volvo Dump Truck VHD64B300 VIN 4V5KC9EJ4LN251472
11/9/2020	2020 Freightliner 114 Super Dump SN 3ALWG3DV0LDZ5584
8/7/2020	2020 Freightliner 114 Super Dump SN 1FVHG3DV5LHLX4913
7/21/2020	2019 Freightliner 114 Super Dump SN 1FVHG3DV8KHKT2828
6/24/2013	2006 Peterbilt Convention 335 Dump Truck 2NPLLZ0X26M891866
5/25/2010	2006 International FB9400I
3/31/2005	Freight Liner
8/25/2022	2015 Peterbilt 365 VIN 1XPSD79X6FD263759
7/1/2024	2021 Western Star 49X VIN 5KKWBWD18MLMU8807
7/19/2024	2025 Mack Anthem 64T SN 1M1AN3GY4SM048616
	Water Trucks:
11/1/2021	Ford F-750 Water Truck 2000 gal
4/19/2021	Kenworth T300 2000 Gallon water truck SN 2XKMAZ7X85M084069
2/4/2016	Magnum Water Trailer
3/19/2025	2024 JD 85P Excavator SN 1FF085PACRJ002083
	GPS / Coordinate Equipment:
11/1/2021	Hiper VR Base/rover 915+
5/13/2021	Topcon Base Rover FC-500 #6
5/10/2021	Topcon GPS 3DMC2 for Komatsu D51PX-24 Dozer
5/10/2021	Topcon Base Rover FC-500 #5
4/21/2021	Topcon Hiper VR Base/Rover FH915 w/ pocket 3D Software
4/15/2021	Topcon 3D MC2 Single Dozer system FH915 VIN 534-3498
4/08/2021	Topcon Laser RL-H5A SN 1A022668
1/28/2021	HiPer BR Rover SN 1449-12846

1/07/2021	GPS Rover Dozer for Steiger ZLF321945
9/22/2022	Topcon 2D-MCx Max Dozer GPS system
3/21/2024	Wingtroane Package
7/22/2024	GX55 Rover GPS SN 1555-00559
7/24/2024	Topcon GT Robotic Total Station & RC5
2/1/2025	2023 Volvo ECR235EL SN 316230
2/12/2025	2023 John Deere 250P Excavator SN 1FF250PALPF000214 with bucket 5020812-19
8/15/2024	Monk JCB Used Backhoe SN 300319
9/13/2024	Kubota SVL75-3W SN KBCZ053CTR1E25745
9/14/2024	Kubota SVL75-3W SN KBCZ053CPR1F26835
9/14/2024	Kubota SVL75-3W SN KBCZ053CTR1F27322
9/14/2024	Kubota SVL75-3W SN KBCZ053CTR1F26462
9/14/2024	Kubota SVL75-3W SN KBCZ053CLR1F26343
	Miscellaneous / Support Equipment:
9/20/2021	Case IH Framall 75A Tractor SN ELRFA75ATLAY00956
8/18/2021	Liftmore Model 3612REE Crane for mechanic truck
6/01/2021	2020 Case Magnum 310 VIN#JJAMG310CLRK02051
6/01/2021	Dynapac Single Drum Vibratory Compactor CA2500PD Vin 10000167JKA023678
6/01/2021	Rome Plow SN 6TRCW-B1-231
5/20/2021	John Deere M15 Flex Wing Rotary Cutter VIN 1P00M15CPMA003535
5/17/2021	Rome RLS 12 Bottomless Drag Scraper SN 6RLS-163
4/29/2021	Lube Skid for Civil lube truck
4/06/2021	Kubota BW260 poly tube brush Model SN 202348
3/31/2021	500-GAL tank and 2016 Wylie EXP-500L-S SN 5VUTW1342GP000033
3/31/2021	Lincoln Auto Lube system on Komatsu PC490 SN A42721
3/31/2021	Mustang CAT D6 Rake SN 21NE0444
2/03/2021	John Deere Z920M Ztrak SN 1TC920MCLLT090154
1/21/2021	2021 Rome Plow SN 8TAWC-772
8/25/2020	2000 Monon 40 ft T/A container chassis SN 1NNV04021YM333707
8/11/2020	2150 Rhino Batwing Shredder SN 40945
5/5/2020	Caterpillar Attachment Model 305 RMR555 Serial No: 555EA0267
2/11/2020	Caterpillar Trencher Model S T6B Serial No: KSK02352
1/17/2020	Auger drill for Mini Excavator
12/1/2019	Telehandler
8/5/2019	2019 CAT Forklift Model SC500 SN: AT046244
8/2/2019	2016 RT20 Trencher CMWRT20XPF000588 & Trailer
6/4/2019	CAT Model S T6B Man - Serial No. 0KSK02197
4/30/2019	Mustang CAT Broom Attachment Model SSL BP118C FX801701
4/30/2019	Mustang CAT Broom Attachment Model SSL BP118C FX801695
4/1/2019	John Deere 5075 Utility Tractor (1PY5075ELDB008773)
4/1/2019	John Deere 5075 Utility Tractor (1PY5075ELDB001995)
3/26/2019	2018 John Deere 5100M Cab Boom Mower 7979 (VIN 1LV5100MVKK403230)
3/25/2019	Mustang Cat Trencher
3/18/2019	2019 Rino 2150 Flex Wing Cutter - Paige Tractor Sr. # 40715
3/18/2019	2020 Rino 2150 Flex Wing Cutter - Paige Tractor #40782
9/30/2018	AES Sales 15K lb Lift for Shop - 9730 Windfern
8/31/2018	2018 John Deere 5075E Tractor 1PY5075EVHJ103472
7/18/2017	SWEEPER - BW260 Kubota Engine Tier 4 Final
1/6/2017	2017 John Deere 5075E OOS MFWD Tractor (Vin: 1PY5075EAGG100570)
9/20/2016	John Deere Z920M Commercial Ztrak VIN (1TC920MCPFT0400026)
7/28/2016	Caterpillar 277B Skidsteer
7/22/2016	Rhino 2150 Batwing Shredder S/N 10073
7/22/2016	Rhino 2150 Batwing Shredder S/N 10142
8/14/2015	Ditch Witch 5110 (Model 5110D SN: 5H0584)

6/30/2014	John Deere 5075E Utility Tractor Austin VIN# 1PY5075EPDB010806
6/30/2014	John Deer Utility Tractor - Houston
6/30/2014	2014 Tools & Equipment Additions
6/30/2014	Rhino SD15 Flex wing Rotary Cutter Serial # 11248
6/30/2014	Rhino Batwing Mower
5/17/2013	John Deere Z920M VIN# 1TC920MCEET021051
12/20/2012	John Deere - Z920M VIN # 1TC920MCKCT01361
7/23/2012	2012 Rhino Flex Wing Mower #1
5/25/2012	John Deere - Z920A Z-Trac Mower #1 Vin: 1TC920ACEBT021499
4/30/2012	John Deere - Z920A Z-Trac Mower #2 Vin: 1TC920ACHCT030459
4/20/2012	John Deere 5075E Tractor #2 Vin 1PY5075EPCB005507
4/10/2012	Rhino SD15 Flex Wing Cutter #2
3/1/2012	Rhino SD15 Flex Wing Cutter #1
1/12/2012	John Deere Z920A/60 FM Tractor VIN: 1TC920ACABT021384
7/1/2010	Tractor 2 New Holland TT75A 4WD S/N 1102291
6/1/2010	Tractor 1 New Holland TT-75 4WD S/N 1111975
9/27/2004	Trencher
5/25/2001	Hydro-Seeder
3/23/2022	Strickland Coupler HYD-350-VO and bucket 350-30-VO SN 41007 and 5001594-2
3/28/2022	10 x 20 Trench Box SN C200524
5/3/2022	2019 FINN B70T Straw blower SN 1F9BS1414LF135790
11/29/2022	Bucket Crusher BF90.3 SN 19227 and MB-S18 Screening bucket MB-S18 SN S19098
9/15/2022	John Deere 5075 E Tractor VIN 1PY5075EKLK116690
9/15/2022	FC15M Flex Wing Rotary Cutter VIN 1P0FC3MDLNC001592
9/21/2023	3/8 Special Concrete Pump with 100 ft hose VIN 38STG37K2308166
9/13/2023	Skid Steer Cement Crusher Attachment HD10000
10/24/2023	John Deere FC15M Flex Wing Rotary Cutter VIN 1P0FC3MEVPC002573
11/2/2023	John Deere Z920M Gas mover SN 1TC920MCHPP120978
11/2/2023	John Deere Z920M Gas mover SN 1TC920MCCPP121020
4/12/2024	Leeboy 685 SN 238282
5/2/2024	Hurricane Drop Hammer HD10000
6/10/2024	Laymor EQ0164181 SN SM300-43914
6/10/2024	Laymor EQ0164181 SN SM300-44107
6/24/2024	10 x 12 Trench Box 4" Wall
7/15/2024	Xterra Trench Shield 6" 10' x 20'
7/15/2024	Test ball Plug 45"-72"
8/14/2024	Trench Box
8/16/2024	72" Soil conditioner SN 651305519
9/13/2024	Land Pride Grapple SN 1165994K
9/13/2024	Land Pride Grapple SN 1176097K
9/15/2024	2024 John Deere Gator XUV835E VIN 1M0835EAPRM070158
9/15/2024	2024 John Deere Gator XUV835E VIN 1M0835EACRM070187
10/9/2024	John Deere 5075E MFWD00S Tractor SN 1PY5075ELNN123602
10/9/2024	John Deere FC15M Flex Wing Rotary Cutter SN 1P0FC3MDAPC003991
10/16/2024	RC 13R Crusher Bucket For Volvo EC530
11/19/2024	500BBL Used V Bottom Frac Tank
11/26/2024	Slump Rack
12/17/2024	2024 Bohringer B-120 Mobile Batch Plant SN 4344
12/17/2024	2025 Retesa 4100 Storage Pig Trailer VIN 3R9R4TU11SM001413
1/7/2025	Command Akon Hardware, Services & Software
1/8/2025	Dust Collector CP500M-480-R
1/16/2025	Ver-Mac Pro Series Matrix Sign PCMS-1500
1/29/2025	Hurricane Drop Hammer HD10000
1/31/2025	10'X20'X1" Thick Steel plate
2/4/2025	8' Street Broom 3 Wheel

00 41 16 Bid Form Exhibit A


Project:	Kitty Hollow Dam Improvements Project				Project No.:
Owner:	Fort Bend County Drainage District				FBD23284
Design Professional:	Freese and Nichols, Inc.				
Offeror:	Environmental Allies, LLC				
Base Bid					
Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount
Items in Base Bid per Section 01 29 01 "Measurement and Basis for Payment"					
General Civil					
1	Mobilization (Not to Exceed 5%)	LS	1	50,000.00	50,000.00
2	Care and Control of Water	LS	1	25,000.00	25,000.00
3	Stormwater Pollution Prevention Plan	LS	1	30,000.00	30,000.00
4	Clearing and Grubbing	AC	10	9,500.00	95,000.00
5	Traffic Control	LS	1	1,500.00	1,500.00
6	Stabilized Construction Access	EA	2	2,000.00	4,000.00
7	Site Restoration (Final Grading, Hydro-Mulch, Clean up)	AC	16	6,250.00	100,000.00
Demolition					
8	Removal and Disposal of Trash Rack	LS	1	975.00	975.00
9	Removal and Disposal of two (2) 60-in Diameter Corrugated Metal Pipes [CMP] (Risers and Outfall Pipes)	LF	260	22.00	5,720.00
10	Removal and Disposal of Timber Bent Headwall Structures	EA	2	950.00	1,900.00
Principal Spillway Replacement					
11	Installation of 8-ft-wide by 6-ft-tall Reinforced Concrete Box (RCB)	LF	105	1,100.00	115,500.00
12	Reinforced Concrete Intake Structure - Horizontal Concrete	CY	11	1,400.00	15,400.00
13	Reinforced Concrete Intake Structure - Vertical Concrete	CY	10	1,400.00	14,000.00
14	Installation of Trash Rack for Reinforced Concrete Intake Structure	LS	1	12,000.00	12,000.00
15	18-in Rock Riprap Erosion Protection (Surrounding Intake Structure)	SY	170	163.00	27,710.00
16	18-in Rock Riprap Erosion Protection (At and Beyond Discharge Structure)	SY	650	163.00	105,950.00
17	Geotextile Fabric	SY	3,380	1.50	5,070.00
18	Reinforced Concrete Discharge Structure - Horizontal Concrete	CY	30	1,400.00	42,000.00
19	Reinforced Concrete Discharge Structure - Vertical Concrete	CY	10	1,400.00	14,000.00
20	Galvanized Steel Safety Railing	LF	65	125.00	8,125.00
21	Sand Filter Diaphragm and Sand Drain	CY	55	115.00	6,325.00
Earthwork					
22	Excavation and On-Site Reuse	CY	8,700	14.00	121,800.00
23	Compacted Fill (Imported Fill)	CY	12,200	23.75	289,750.00
Pedestrian Trail					
24	Compacted Fill (Imported Fill)	CY	400	30.00	12,000.00
25	10-ft-wide Reinforced Concrete Trail	SY	13,900	86.85	1,207,215.00
26	Trail Signage	EA	7	450.00	3,150.00
27	Turf Establishment - Sodding	SY	9,200	8.00	73,600.00
28	Pavement Markings and Signing for ADA Accessible Parking	LS	1	1,950.00	1,950.00
29	4-inch Traffic Striping	LF	75	6.00	450.00
A	Total Base Bid Items Amount (Sum of Extended Amounts for each Base Bid Line Item)				\$ 2,390,090.00

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount
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Contract Time

L	Total number of Calendar days to complete entire project (maximum 334 days, contractor to specify)	175	days
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BID SUBMITTED BY:

Offeror: Environmental Allies, LLC
 Signature: 
 Printed Name: Steven Cranza
 Title: Partner
 Date: 14-Oct-25

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:
2025-1372477

Date Filed:
10/03/2025

Date Acknowledged:
11/24/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Environmental Allies, LLC
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

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.
26-016
Construction of Kitty Hollow Dam Improvements and Park Trail

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