

BRAZORIA COUNTY
PURCHASING DEPARTMENT



SUSAN P. SERRANO, CPPO, CPPB
Purchasing Director

NOTICE TO PROCEED

September 17, 2025

Construction Masters of Houston, Inc.
Attn: Justin Davis
PO Box 1587
Pearland, TX 77588
Sent Via Email: justin@cmhou.com

RE: Notice to Proceed for CSP #25-72 Construction of a Teen Center Building

Dear Mr.Davis:

Your company is approved to commence the work in accordance with the above-mentioned project on Monday, September 22, 2025, with a contract time of 135 calendar days as specified on your bid form.

In addition, the project manager will be Gerald Hendrick, Facilities Management.

Please complete this process by acknowledging this copy of this NOTICE TO PROCEED to the County.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Natasha Stulberg".

Natasha Stulberg
Brazoria County Assistant Purchasing Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by: Construction Masters of Houston, Inc..

this 17th day of September, 2025.

Printed Name and Title: Justin Davis, President

Signature:

BRAZORIA COUNTY CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the 26th day of August 2025, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Commissioners' Court, and Construction Masters of Houston, Inc.

WITNESSETH:

The Vendor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for **CSP#25-72 Construction of a Teen Building** as stated in the Competitive Sealed Proposal Table of Contents hereto attached and made a part hereof, together with the bond (when required), vendor's response and negotiated pricing, 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 offer.

The order of precedence shall be:

- Brazoria County **CSP#25-72 Construction of a Teen Building**
- Vendor's submittal to the above listed CSP and the final accepted pricing

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 Angleton, Texas this 15th day of September 2025.

By: _____



County Judge Signature

By: L.M. "Matt" Sebesta, Jr.

Printed Name

By: _____



Signature of Vendor

By: Justin Davis, President

Printed Name and Title

MERCHANTS
BONDING COMPANY™

Merchants Bonding Company (Mutual) P.O. Box 14498, Des Moines, Iowa 50306-3498
Phone: (800) 678-8171 Fax: (515) 243-3854

PAYMENT BOND

**STATUTORY PAYMENT BOND PURSUANT TO CHAPTER
2253 OF THE TEXAS GOVERNMENT CODE AS AMENDED**

(McGregor Act-Public Works)

(Penalty of this bond must be 100% of Contract amount)

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 101515420

That, Construction Masters of Houston, Inc.

(hereinafter called the Principal), as Principal, and Merchants Bonding Company (Mutual), a corporation organized and existing under the laws of the State of Iowa, (hereinafter called the Surety), as Surety are held and firmly bound unto Brazoria County, Texas

(hereinafter called the Obligor) in the amount of Four Hundred Fifty-Five Thousand Four Hundred and No/100

Dollars (\$455,400.00),

for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligor, dated the _____ day of _____, to CSP #25-72 Construction of a Teen Center Building

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the Principal and Surety have signed and sealed this instrument this 8th day of September, 2025.

Witness (if Individual or Firm) or Attest (if Corporation)

Marij Carns

Construction Masters of Houston, Inc.

By: Justin Davis

(Seal)

Justin Davis, President

Merchants Bonding Company (Mutual)

By: Donna Weinert

(Seal)

Donna Weinert, Attorney-in-Fact

Countersigned, if required:

N/A

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Bryan Burkhardt; Donna Weinel; G C Blystone Jr; Jennifer Mitchell; Kayla Williams; Mark Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

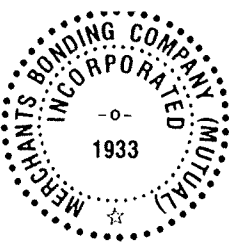
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



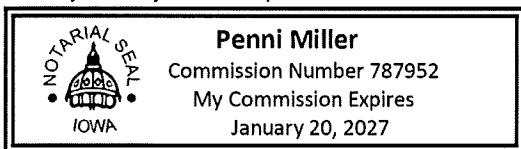
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of September, 2025.



Atta B. Smith
Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

NOTICE TO BOND HOLDER – RETAIN THIS PAGE FOR YOUR RECORDS
Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

To get information or file a complaint with your insurance company or HMO:

Merchants Bonding Company (Mutual)

Call: Compliance Officer at (800) 671-8171

Toll-free: (800) 671-8171

Email: regulatory@merchantsbonding.com

Mail: P.O. Box 14498, Des Moines, Iowa 50306-3498

To get insurance information, you may also contact your agent:

Texas First Insurance

Call: 409-934-8000

Mail: 7900 Emmett F Lowry Expy, Texas City, Texas 77591

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance,

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

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Dirección postal: P.O. Box 14498, Des Moines, Iowa, 50306-3498

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

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Phone: (800) 678-8171 Fax: (515) 243-3854

PERFORMANCE BOND

**STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER
2253 OF THE TEXAS GOVERNMENT CODE AS AMENDED**

(McGregor Act-Public Works)

(Penalty of this bond must be 100% of Contract amount)

Bond No. 101515420

KNOW ALL PERSONS BY THESE PRESENTS:

That, Construction Masters of Houston, Inc.

(hereinafter called the Principal), as Principal, and Merchants Bonding Company (Mutual), a corporation organized and existing under the laws of the State of Iowa, (hereinafter called the Surety), as Surety are held and firmly bound unto Brazoria County, Texas

(hereinafter called the Obligor) in the amount of Four Hundred Fifty-Five Thousand Four Hundred and No/100

Dollars (\$455,400.00),

for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligor, dated the _____ day of _____, _____, for CSP #25-72 Construction of a Teen Center Building

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the Principal and Surety have signed and sealed this instrument this 8th day of September, 2025.

Witness (if Individual or Firm) or Attest (if Corporation)

Construction Masters of Houston, Inc.

Marij Camz

By:

Justin Davis

(Seal)

Justin Davis, President

Merchants Bonding Company (Mutual)

Countersigned, if required:

N/A

By:

Donna Wein

(Seal)

Donna Wein, Attorney-in-Fact

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Bryan Burkhart; Donna Weinel; G C Blystone Jr; Jennifer Mitchell; Kayla Williams; Mark Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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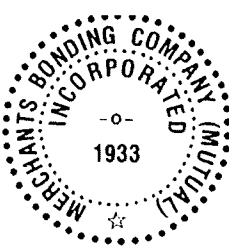
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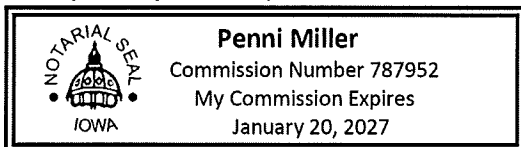
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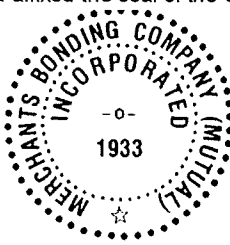
(Expiration of notary's commission does not invalidate this instrument)

[Signature]

Notary Public

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Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

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:
2025-1357425

Date Filed:
09/02/2025

Date Acknowledged:
9/4/2025

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

Construction Masters of Houston, Inc.
Pearland, 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.

Brazoria 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.

CSP#25-72
Teen Center Building

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Davis, Justin	Pearland, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Justin Davis, and my date of birth is 12/7/81.

My address is 3908 3rd St., Pearland, TX, 77581, USA.
(city) (state) (zip code) (country)

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

Executed in Brazoria County, State of Texas, on the 2nd day of September, 2025.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Boycott Verification

This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose
2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - (B) does business with a company described by Paragraph (A).
3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

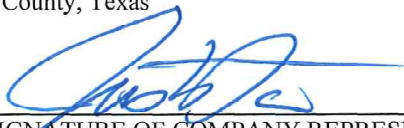
This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

I, Justin Davis (Person name), the undersigned representative of (Company or Business Name) Construction Masters of Houston, Inc (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named above,

- (A) does not boycott Israel currently;
- (B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
- (C) does not boycott energy companies currently;
- (D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
- (E) does not discriminate against a firearm entity of firearm trade association currently; and
- (F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

9/2/2025

DATE


SIGNATURE OF COMPANY REPRESENTATIVE

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Justin Davis

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

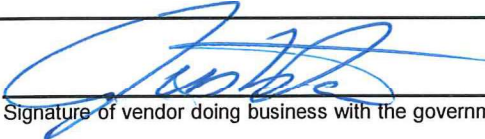
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

9/2/2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT A – BID FORM

CSP#25-72 CONSTRUCTION A TEEN CENTER BUILDING FOR BRAZORIA COUNTY

To: Brazoria County
Herein called "Owner"

Pursuant to and in compliance with the competitive sealed proposal and the proposed Contract Documents relating the above listed project:

PROPOSAL

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and cost of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Documents, including furnishing of any and all labor and materials, and to do all of the Work required to construct and complete said Work in accordance with the Contract Documents for the following sum of money:

Proposed Pre-Engineered Metal Building: Whirlwind

BASE BID

Four Hundred Fifty-Five Thousand Four Hundred and no/100 Dollars	\$ 455,400.00
(Amount Written in Words. This Governs.)	(Amount in Figures)

Allowance No.1 (Contingency):

Include the net sum of Sixty Thousand Dollars (\$60,000) to be used as directed by the Architect, and approved by Brazoria County, for making incidental change orders or for unforeseen conditions. Included in Base Bid.

This allowance includes material cost, receiving, handling, installation, and Contractor overhead and profit.

ADDENDA

The undersigned acknowledges receipt of Addenda numbers 1 through 1 inclusive, issued during the time of bidding and has included several changes therein in this Proposal.

CONTRACT TIME: The Undersigned agrees to begin work within seven (7) calendar days after "Notice to Proceed", and complete the Project in the following number of Calendar Days:

One Hundred Thirty-Five Calendar Days	135 Calendar Days
(Number Written in Words. This Governs.)	(Number in Figures)

EXHIBIT A – REQUIRED DOCUMENTS

CONSTRUCTION MASTERS OF HOUSTON, INC.

- RESPONDENT CERTIFICATION FORM
- BIDDER/RESPONDENT’S AFFIRMATION & SDNs/BLOCKED PERSONS AFFIRMATION
- WORKERS COMPENSATION REQUIREMENTS
- CERTIFICATION REGARDING LOBBYING FORM
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS *(if applicable)* (If vendor has any exceptions to the CSP terms & conditions or special requirements, they must be included with the CSP submittal in order to be considered)
- NON COLLUSION AFFIDAVIT
- BID BOND
- CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ *(if applicable)*
- CONTRACTOR ACKNOWLEDGMENT OF STORMWATER MANAGEMENT PROGRAM
- TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM
- PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM *(Vendor to sign form if applicable to telecommunications)*
- AUTHORIZED NEGOTIATOR
- RESIDENT / NONRESIDENT BIDDER PROVISIONS
- VENDOR DATA SHEET & W-9 FORM

Please refer to attached documents.

BRAZORIA COUNTY RESPONDENT CERTIFICATION FORM

Note: In order to sign the documents electronically and insert an authorized signature into the PDF, you will need to use the latest version of Adobe Reader. Be aware that such a signature will have the full legal force of a handwritten signature under Texas law. Additionally, all documents with company name and authorized/contact person, and their title with the company, must be identical and match the W-9 with the company's legal name. Documents with different company names may be considered non-responsive.

Construction Masters of Houston, Inc.

LEGAL NAME OF CONTRACTING COMPANY

76-0237825

FEDERAL I.D. # (Company or Corporation)

18-670-5588

DUN & BRADSTREET D-U-N-S NUMBER

281.997.2640

TELEPHONE NUMBER

281.485.4702

FACSIMILE NUMBER

Justin Davis

CONTACT PERSON

President

TITLE

PO Box 1587

COMPLETE MAILING ADDRESS

Pearland, TX

CITY & STATE

77588

ZIP CODE

3908 3rd Street

COMPLETE STREET ADDRESS

Pearaland, TX

CITY & STATE

77581

ZIP CODE

justin@cmhou.com

EMAIL ADDRESS

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid Table. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Brazoria County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

SIGNATURE

"must be authorized to execute on behalf of company"

7/31/2025

DATE

Justin Davis

Typewritten or Printed Name

President

Title

BRAZORIA COUNTY BIDDER/RESPONDENT'S AFFIRMATION

This form must be completed, signed, and returned by Bidder/Respondent

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Bidder/Respondent affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or Director to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Respondent hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to §262.0276 (a) of the Texas Local Government Code and subject to Brazoria County Court Order No. 36 of October 28, 2003, Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

☐ Does not own taxable property in Brazoria County.

☒ Does not owe any ad valorem taxes to Brazoria County or is not otherwise indebted to Brazoria County.

BIDDER/RESPONDENT'S SDNs/BLOCKED PERSONS AFFIRMATION

1. Pursuant to §2155.077 of the Texas Government Code and subject to Brazoria County Court Order No19 of August 9, 2005, Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

☒ Is not excluded from doing business at the federal level.

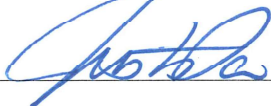
☒ Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Brazoria County may not make procurement transactions with SDNs/Blocked Persons.

If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.

Bidder/Respondent Company Name Construction Masters of Houston, Inc.

Signature of Company Official
Authorizing the Bid/Offer



Date 7/31/2025

Company Official
(Printed Name) Justin Davis

Official's Position President

WORKERS' COMPENSATION REQUIREMENTS

BIDDER/RESPONDENT INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede all other Requirements where applicable.

§T285S110.110(c) (7). Workers' Compensation Insurance Coverage

A. Definitions

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

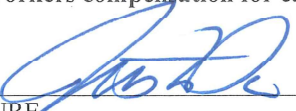
Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity with furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) provide coverage, base on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and

- (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificated of coverage on file for the duration of the project and for one (1) year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew of should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (9.1) - (9.7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J.** By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier of, or in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administration penalties, criminal penalties, civil penalties, or other civil actions.
- K.** The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

If awarded a contract for CSP #25-72 by my signature below, I certify that I will provide workers' compensation insurance coverage for each employee employed on this project. I also certify that each of my subcontractors will also provide workers compensation for each employee employed on this project.



SIGNATURE

Justin Davis

Typewritten or Printed Name

7/31/2025

DATE

President

Title

CERTIFICATION REGARDING LOBBYING

Certifications For Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed within this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature/Authorized Certifying Official

Justin Davis, President

Typed Name and Title

Construction Masters of Houston, Inc.

Applicant / Organization

7/31/2025

Date Signed

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (CSP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "CSP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Not Applicable

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	Report Type: _____ a. initial filing b. material change
Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
Federal Action Number, if known:		9. Award Amount, if known: \$
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Note: If this form is not applicable to your company, please mark the form N/A and sign the highlighted signature field above.

**VENDOR TO INSERT EXCEPTIONS TO
STANDARD TERMS & CONDITIONS & SPECIAL
REQUIREMENTS HERE (IF APPLICABLE)**

✓ Company **does not** have exceptions *(If applicable, check here)*

Or

 Company does have exceptions *(If applicable, check here and list exceptions here for consideration. Brazoria County will review all exceptions listed and will formally communicate as to if any exceptions are accepted by the County. If exceptions are accepted by the County, they will be added in the form of an addendum.)*

**NON-COLLUSION
AFFIDAVIT**

THE STATE OF TEXAS

OWNER BRAZORIA COUNTY

Before me, the undersigned authority, on this day personally appeared Justin Davis
who being by me duly sworn upon oath says: that he is duly qualified and authorized to make this affidavit for and on behalf of
Construction Masters of Houston, Inc. ("Contractor"), of and is fully cognizant of the fact herein set out: that Contractor has
not, either directly or indirectly, entered into any agreement with OWNER in any collusion: or otherwise taken any action in restraint
of free competitive bidding in connection with the contract for the above referenced project.

Justin Davis, President

Name

Title

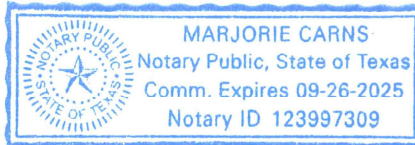
SWORN TO AND SUBSCRIBED BEFORE ME by the said Justin Davis, this 31st day of
July, 2025, to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for

State of Texas

Printed Name: Marjorie Carns

My Commission Expires: 9/26/25



BID BOND

VENDOR TO INSERT COPY OF BID BOND HERE

Bid Bond attached.

MERCHANTS
BONDING COMPANY™

Merchants Bonding Company (Mutual) P.O. Box 14498, Des Moines, Iowa 50306-3498

Phone: (800) 678-8171 Fax: (515) 243-3854

BID BOND
PUBLIC WORK

Bond No. N/A

KNOW ALL PERSONS BY THESE PRESENTS:

That Construction Masters of Houston, Inc.

(hereinafter called the Principal) as Principal, and the Merchants Bonding Company (Mutual)

(hereinafter called Surety), as Surety, are held and firmly bound to Brazoria County, Texas

(hereinafter called the Obligor) in the full and just sum of (5% G.A.B.)

Five Percent of the Greatest Amount Bid Dollars

good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated this 31st day of July, 2025.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligor shall make any award to the Principal for

CSP No. 25-72
Construction of a Teen Center Building

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligor in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with the Merchants Bonding Company (Mutual), as Surety, or with other Surety or Sureties approved by the Obligor; or if the Principal shall, in case of failure to do so, pay to the Obligor the damages which the Obligor may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness:

Margi Carns

Construction Masters of Houston, Inc.

Principal

By

Justin Davis

Justin Davis, President

Attest:

Merchants Bonding Company (Mutual)

Jennifer Mitchell

Jennifer Mitchell, Witness

By

Donna Wein

Donna Wein, Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Bryan Burkhardt; Donna Weinel; G C Blystone Jr; Jennifer Mitchell; Kayla Williams; Mark Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Penni Miller

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 31st day of July, 2025.



Elisabeth Sandersfeld

Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

NOTICE TO BOND HOLDER – RETAIN THIS PAGE FOR YOUR RECORDS

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

To get information or file a complaint with your insurance company or HMO:

Merchants Bonding Company (Mutual)

Call: Compliance Officer at (800) 671-8171

Toll-free: (800) 671-8171

Email: regulatory@merchantsbonding.com

Mail: P.O. Box 14498, Des Moines, Iowa 50306-3498

To get insurance information, you may also contact your agent:

Texas First Insurance

Call: 409-934-8000

Mail: 7900 Emmett F Lowry Expy, Texas City, Texas 77591

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance,

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Merchants Bonding Company (Mutual)

Llame a: Compliance Officer al (800) 671-8171

Teléfono gratuito: (800) 678-8171

Correo electrónico: regulatory@merchantsbonding.com

Dirección postal: P.O. Box 14498, Des Moines, Iowa, 50306-3498

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Justin Davis

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

7/31/2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

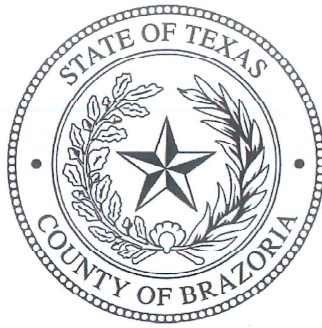
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



Contractor Acknowledgement of Stormwater Management Program

I hereby acknowledge that I am aware of the Stormwater Management Program and standard operating procedures developed by Brazoria 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 Brazoria 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 Brazoria County immediately of any issue caused by or identified by Construction Masters of Houston, Inc. that is believed to be an immediate threat to human health or the environment.

(Company/Contractor)

Contractor Signature

7/31/2025

Date

Justin Davis

Printed Name

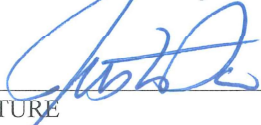
President

Title

TEXAS GOVERNMENT CODE 552, SUBCHAPTER J

ACKNOWLEDGEMENT FORM

**Respondent acknowledges having read and understood the following law,
effective January 1, 2020**

 _____ SIGNATURE "must be authorized to execute on behalf of company"	7/31/2025 _____ DATE
Justin Davis _____ Typewritten or Printed Name	President _____ Title

SUBCHAPTER J. ADDITIONAL PROVISIONS RELATED TO CONTRACTING INFORMATION

Sec. 552.371. CERTAIN ENTITIES REQUIRED TO PROVIDE CONTRACTING INFORMATION TO GOVERNMENTAL BODY IN CONNECTION WITH REQUEST. (a) This section applies to an entity that is not a governmental body that executes a contract with a governmental body that:

(1) has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the governmental body; or

(2) results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the governmental body in a fiscal year of the governmental body.

(b) This section applies to a written request for public information received by a governmental body that is a party to a contract described by Subsection (a) for contracting information related to the contract that is in the custody or possession of the entity and not maintained by the governmental body.

(c) A governmental body that receives a written request for information described by Subsection (b) shall request that the entity provide the information to the governmental body. The governmental body must send the request in writing to the entity not later than the third business day after the date the governmental body receives the written request described by Subsection (b).

(d) Notwithstanding Section [552.301](#):

(1) a request for an attorney general's decision under Section [552.301](#)(b) to determine whether contracting information subject to a written request described by Subsection (b) falls within an exception to disclosure under this chapter is considered timely if made not later than the 13th business day after the date the governmental body receives the written request described by Subsection (b);

(2) the statement and copy described by Section [552.301](#)(d) is considered timely if provided to the requestor not later than the 13th business day after the date the governmental body receives the written request described by Subsection (b);

(3) a submission described by Section [552.301](#)(e) is considered timely if submitted to the attorney general not later than the 18th business day after the date the governmental body receives the written request described by Subsection (b); and

(4) a copy described by Section [552.301](#)(e-1) is considered timely if sent to the requestor not later than the 18th business day after the date the governmental body receives the written request described by Subsection (b).

(e) Section [552.302](#) does not apply to information described by Subsection (b) if the governmental body:

(1) complies with the requirements of Subsection (c) in a good faith effort to obtain the information from the contracting entity;

(2) is unable to meet a deadline described by Subsection (d) because the contracting entity failed to provide the information to the governmental body not later than the 13th business day after the date the governmental body received the written request for the information; and

(3) if applicable and notwithstanding the deadlines prescribed by Sections [552.301](#)(b), (d), (e), and (e-1), complies with the requirements of those subsections not later than the eighth business day after the date the governmental body receives the information from the contracting entity.

(f) Nothing in this section affects the deadlines or duties of a governmental body under Section [552.301](#) regarding information the governmental body maintains, including contracting information.

Sec. 552.372. BIDS AND CONTRACTS. (a) A contract described by Section [552.371](#) must require a contracting entity to:

(1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract;

(2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and

(3) on completion of the contract, either:

(A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or

(B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

(b) Unless Section [552.374](#)(c) applies, a bid for a contract described by Section [552.371](#) and the contract must include the following statement: "The requirements of Subchapter J, Chapter [552](#), Government Code, may apply to this (include "bid" or "contract" as applicable) and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

(c) A governmental body may not accept a bid for a contract described by Section [552.371](#) or award the contract to an entity that the governmental body has determined has knowingly or intentionally failed to comply with this subchapter in a previous bid or contract described by that section unless the governmental body determines and documents that the entity has taken adequate steps to ensure future compliance with the requirements of this subchapter.

Sec. 552.373. NONCOMPLIANCE WITH PROVISION OF SUBCHAPTER. A governmental body that is the party to a contract described by Section [552.371](#) shall provide notice to the entity that is a party to the contract if the entity fails to comply with a requirement of this subchapter applicable to the entity. The notice must:

(1) be in writing;

(2) state the requirement of this subchapter that the entity has violated; and

(3) unless Section [552.374](#)(c) applies, advise the entity that the governmental body may terminate the contract without further obligation to the entity if the entity does not cure the violation on or before the 10th business day after the date the governmental body provides the notice.

Sec. 552.374. TERMINATION OF CONTRACT FOR NONCOMPLIANCE. (a) Subject to Subsection (c), a governmental body may terminate a contract described by Section [552.371](#) if:

(1) the governmental body provides notice under Section [552.373](#) to the entity that is party to the contract;

(2) the contracting entity does not cure the violation in the period prescribed by Section [552.373](#);

(3) the governmental body determines that the contracting entity has intentionally or knowingly failed to comply with a requirement of this subchapter; and

(4) the governmental body determines that the entity has not taken adequate steps to ensure future compliance with the requirements of this subchapter.

(b) For the purpose of Subsection (a), an entity has taken adequate steps to ensure future compliance with this subchapter if:

(1) the entity produces contracting information requested by the governmental body that is in the custody or possession of the entity not later than the 10th business day after the date the governmental body makes the request; and

(2) the entity establishes a records management program to enable the entity to comply with this subchapter.

(c) A governmental body may not terminate a contract under this section if the contract is related to the purchase or underwriting of a public security, the contract is or may be used as collateral on a loan, or the contract's proceeds are used to pay debt service of a public security or loan.

Sec. 552.375. OTHER CONTRACT PROVISIONS. Nothing in this subchapter prevents a governmental body from including and enforcing more stringent requirements in a contract to increase accountability or transparency.

Sec. 552.376. CAUSE OF ACTION NOT CREATED. This subchapter does not create a cause of action to contest a bid for or the award of a contract with a governmental body.

Added by Acts 2019, 86th Leg., R.S., Ch. 1216 (S.B. [943](#)), Sec. 9, eff. January 1, 2020.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM

(Vendor to sign form if applicable to telecommunications)

The undersigned vendor hereby represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system.

Additionally the undersigned vendor hereby represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.

Further, per 2 CFR 200.216 (b) & (c)

(b) As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
 - (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- (c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

PRINTED NAME

TITLE

DATE

AUTHORIZED NEGOTIATOR

If your company is selected to enter into negotiations with the County, please list the name and contact information for the individual or individuals that will be negotiating a possible contract on behalf of your company.

Name: Justin Davis

Title: President

Email Address: justin@cmhou.com

Phone Number: O: 281.997.2640 / M: 281.960.4491

Name: _____

Title: _____

Email Address: _____

Phone Number: _____

RESIDENT / NONRESIDENT BIDDER PROVISIONS

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a “resident” proposer is a person whose principle place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principle place of business in Texas.

A “nonresident” proposer is a person who is not a Texas resident. Please indicate the status of your company as a “resident” proposer or a “nonresident” proposer under these definitions.

Please check (✓) one of the following:

- ☒ I certify that my company is a **Resident Proposer**.
- ☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company’s principle place of business is located):

Company Name

Address

City

State

Zip Code

- A. Does your resident state require a proposer whose principle place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

- B. What is the prescribed amount of percentage? \$ _____ or _____ %

EXHIBIT B – VENDOR RESPONSE

Construction Masters of Houston, Inc.

EXHIBIT B – THE FOLLOWING ADDITIONAL REQUIREMENTS ARE TO BE SUBMITTED WITH YOUR CSP RESPONSE:

- BID FORM WITH PRICING
- VENDOR RESPONSE TO EVALUATION CRITERIA
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS (*if applicable*) (If vendor has any exceptions to the CSP terms & conditions or special requirements, they must be included with the CSP submittal in order to be considered)
- SIGNED ADDENDUMS (IF APPLICABLE)

Please refer to attached document.

BRAZORIA COUNTY BID FORM

VENDOR TO INSERT COMPLETED BID FORM HERE

Please refer to separate upload of Attachment A Bid Form to Bonfire e-Bid Platform.

VENDOR TO INSERT RESPONSE HERE
(Include the information below in the specified order)

SECTION 1

CONTRACTOR'S EXPERIENCE & QUALIFICATIONS

General Contractors Name: Construction Masters of Houston, Inc.

I. General

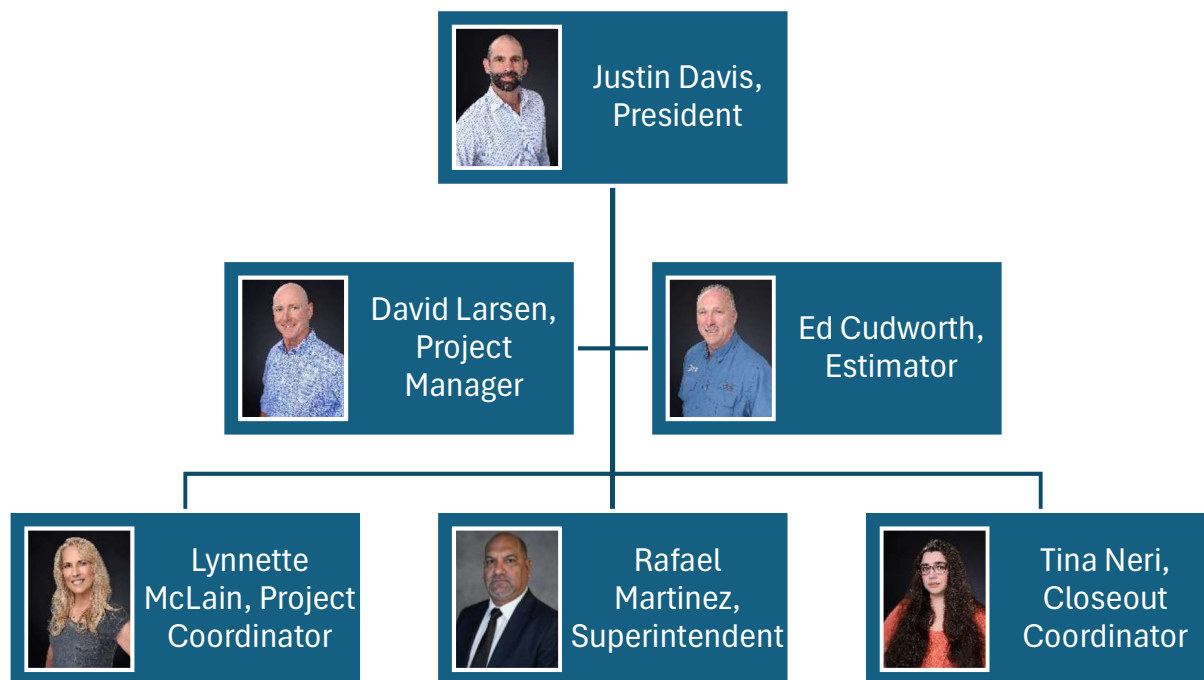
- a. Qualification information submitted shall be applicable only to the company entity or branch that will perform this Work.
Understood and Agreed.
- b. Attach your Project Organization Chart
Attached
- c. Submit list of other fully staffed branch offices
N/A
- d. Submit list of corporate officers, partnerships or owners of organization
Justin Davis, President and Owner

II. History

- a. Please specify:
 - ☒ Corporation - State of Incorporation Texas
 - ☐ Partnership
 - ☐ Sole Proprietorship
 - ☐ Joint Venture
- b. Specify: In continuous business since: 1987
- c. Specify:
 - ☐ Large Business (100 or more employees)
 - ☒ Small Business (fewer than 100 employees)
 - ☐ Other _____

III. Experience

- a. Normally performs _____ 0 % of work with own forces.
- b. Proposing to perform _____ 0 % of work for this project with own forces.
 - i. List Trades N/A



Justin Davis
Project Executive

Justin will provide overall project leadership to the team, 100% of the time, during pre-construction, construction, and closeout phases. He will leverage his experiences with public construction projects to ensure all project goals are achieved. Justin has performance in this same role with CM for the past 19 years.

David Larsen
Project Manager

David will have an active role in scheduling and constructability during the pre-construction phase. During construction he will focus on schedule maintenance, project administration, and subcontractor management. Dennis has been part of the CM team for 16 year and will be involved in this project 100% of the time for both phases.

Ed Cudworth
Estimator

Ed will be involved in the pre-construction phase of the prject where he will provide cost estimating and value engineering services. He will leverage his industry connections and knowledge of market conditions to keep the project within budget. Ed has been part of the CM team for 15 years and lead estimator for the past 9 years. He will be involved in all pre-construction phase activities and as needed during construction.

Rafael Martinez
Superintendent

Rafael will lead construction efforts at the new teen center. We will utilize his expericnce with similar PEMB facilities. Rafael in his first year with our CM team. He will participate in the pre-construction phase 50% of the time for constructability review and 100% of the construction phase.

Lynnette McLain
Project Coordinator

Lynnette will be a key contributor during the pre-construction and construction phases. She will be involved in both phases 100% of the time Lynnette will coordinate bid responses, submittals, shop drawings, and procurement of materials to ensure timely delivery within the project schedule. She has been in this same role with CM since 2009.

Tina Neri
Closeout Coordinator

Tina will be involved in the project during the construction phase. She will be responsible for properly executing project closeout requirements including owner training, warranty management, project record documents, and financial affidavits.

SECTION 1

CONTRACTOR'S EXPERIENCE & QUALIFICATIONS, CONTINUATION

Vendor to provide documentation to show the following. Please label each section as shown below:

- (i) Quality of Work: Demonstrated ability to perform services in accordance with contract specifications. Conformance to good standards of workmanship.
- (ii) Customer Satisfaction: Satisfaction of end users with the contractor's completed products and services.
- (iii) Timeliness of performance: compliance with delivery schedules; reliability; responsiveness to technical direction, no assessment of liquidated damages.
- (iv) Business relations: Effective management, ability to manage projects involving subcontracts, working relationship with the contracting officer and technical representatives, reasonable/cooperative behavior, flexibility, effective contractor recommended solutions, businesslike concern for government's interests.
- (v) Cost control: Ability to complete contracts within budget (at or below); reasonableness of price change proposals submitted; providing current, accurate, and complete billings.

Please refer to attachment 'Contractor's Experience & Qualifications narrative.

Section 1 – Contractor’s Experience & Qualifications

Quality of Work

Construction Masters has been in business since 1987. In this time, we have built a reputation as a contractor who conducts business with honesty and integrity. We have developed a system of checks and balances to ensure project installations are performed in accordance with contract documents. We only partner with subcontractors committed to providing the same quality and service that we demand of ourselves, and our multi-level quality assurance procedures guarantee that our product meets or exceeds expectations.

Timeliness of Performance

Whether it be weather delays, labor shortages, or manufacturing issues, every project has its’ challenges. The key to a timely construction project is having foresight to recognize challenges and the ability to improvise, adapt, and overcome these challenges. Our construction team meets weekly to review progress, forecast production, identify constraints, and develop solutions if challenges are identified. Construction Masters has not been assessed liquidated damages in our 36-year history.

Business Relations

Our initial objective on similar projects is to develop team continuity. The same team members will be available for the project from the pre-construction phase through closeout. Continuity of the team ensures consistency and transparency which leads to effective cost management.

Our first goal will be to develop an understanding of the customer’s primary objectives, priorities, and the value placed on each aspect of the project. With this information, we can develop a pricing strategy that ensures the customer will meet their objectives. We begin identifying cost saving measures on items with the lowest prioritization and continue to move up until the desired budget is met.

We have a multifaceted approach to cost estimating consisting of RS Means Line Item Estimating, Subcontractor Engagement, & Constructability Review. We will take the following steps to provide timely, accurate cost estimates:

- Develop a comprehensive unit of measure takeoff for all construction tasks. Completing this takeoff gives us the information needed to verify the completeness and accuracy of all cost estimates.
- Import our unit of measure takeoffs into RS Means Unit Pricing Bulletin software. This information is used to develop preliminary cost estimates.
- Engage subcontractors and provide current market pricing which is then compared to our preliminary unit cost estimates.
- Continuously engage subcontractors, vendors, manufacturers, and vendors to keep

- current on future market pricing.
- Identify construction tasks that may require an early start to avoid price escalation.
- Integrate the construction team to review constructability methods, site logistics, and schedules.
- Identify alternate logistics, methods, and schedules that may produce cost savings.

Justin Davis will be the Project Executive assigned to your project. As such, he will lead the estimating efforts from conceptual design to completion. Justin has been leading Construction Masters' estimating program for more than 14 years. He will leverage his relationships with capable Brazoria County-based subcontractors, creating value through the efficiencies of local infrastructure.

Ed Cudworth will be our second estimator assigned to the project. Ed has been estimating commercial construction projects for more than 20 years. Ed's systematic, detailed approach to cost estimating enhances Construction Masters' ability to provide reliable cost data.

By having two estimators assigned to this project, we will be able to simultaneously provide cost analysis and constructability review for the renovation and new construction concepts.

Cost Control

In the last 7 years, 90% of our business came from repeat customers. We believe this statistic illustrates our commitment to our core values which are honesty, integrity, and transparency. One way we earn these relationships is by building trust through cost control.

This begins at the estimating stage. We spend weeks examining each set of drawings and specifications to uncover all known and unknown expenses. We do not put bids together looking for future change orders. Our goal is to identify potential conflicts at this stage to avoid uncomfortable conversations during the build.

We only partner with subcontractors who share this common goal. While bidding, we discard subcontractor bids that look unrealistic because they do not align with our cost expectations. Much of the time these subcontractors do not end up being team players. If we think they will be looking for change orders, we will move to the next responsible bidder. This process may inflate our numbers, but we would rather lose out on a project than win one with a poorly put together team. We want you to become another repeat customer.

Throughout construction we are collaborating with subcontractors, architects, and engineers to identify conflicting field conditions, unexpected consequences, and constructability issues. In many situations, additional costs can be avoided through proper planning and foresight.

When added costs are unavoidable, we look to propose solutions that minimize overall impact. Often, we can eliminate the added cost all together by suggesting corresponding changes that do not take away from aesthetics or functionality.

Change orders are not good for anyone involved, including us. You have our commitment to work responsibly and proactively.

Customer Satisfaction

Please reach out to the references listed within this proposal for confirmation of customer satisfaction and verification of the comments made above.

SECTION 2

PROJECTS

List Projects Similar in Size and Scope which were completed in the last five (5) years

Project	Project Location	\$ Amount	Type	Date Substantial Completion Date
Brazoria County - Fire Fighters Association Fire Training Facility	605 Kelly Blvd. Angleton, TX 77515	\$2,726,447	CSP	Scheduled: 8/31/2025
FBCESD 2 Willowfork Administration Building	2700 Spring Green Blvd. Katy, TX 77494	\$5,931,935**	CMaR	4/18/2024
Brazoria County Facilities Management Warehouse	1340 E. Kiber Rd. Angleton, TX 77515	\$3,689,900	CSP	8/11/2023
Baytown Utility Services Building	315 W. Texas Ave. Baytown, TX 77520	\$3,467,695	CSP	5/2/2023
HCESD 48 Fire Station #4	22855 Franz Road Katy, TX 77449	\$989,300	CSP	2/21/2023
HCESD 1 EMS Station 97	15600 Woodland Hills Dr. Humble, TX 77346	\$1,819,000	CSP	12/15/2020
San Jacinto College - Maritime Expansion Fire Training Center	3700 Old Hwy 146 La Porte, TX 77571	\$1,047,600	CSP	10/9/2020
Brazoria County Lake Jackson Annex Bldg	202 Peach Street Lake Jackson, TX 77566	\$3,926,500	CSP	6/4/2020

**Contract Amount is for 2 buildings: Willowfork Admin Building & Willowfork Fire Station 1

SECTION 3

CONTRACTOR KEY PERSONNEL

I. Superintendent & Project Manager Information

- a. Resumes of key personnel shall also be included. Professional affiliations, memberships, and certifications for each of the key personnel must be included and will be used to evaluate the proposed team and personnel.

Project Manager	Years Experience	Projects
Justin Davis, Project Executive		
David Larsen, Project Manager		
Please refer to attached resumes.		

Superintendent	Years Experience	Projects
Rafael Martinez		
Please refer to attached resume.		

Scheduler	Years Experience	Projects
David Larsen		

Quality Control Person	Years Experience	Projects
Dennis Busby		



Justin Davis

President



QUALIFICATIONS

- Veteran of the Industry, Extensive History Working with City Governments
- Experienced Leadership
- Excellent Communication Skills
- Key Time Management Expertise

- 19 Years with CM
- 21 Years in construction
- BBA in Marketing from Houston Baptist University
- OSHA-10 Certification

PROJECT ROLE: Project Executive

Justin's duties will include contract administration, labor & product procurement, submittal review, schedule management, QC, overall project oversight; subcontractor management, construction process control, safety inspections, quality assurance and construction conflict resolution; site visits and attendance at all OAC meetings.



RELEVANT FACILITY HIGHLIGHTS Public

- Brazoria County Lake Jackson Annex
- Arcola City Hall Renovations
- Pearland City Hall Complex
- Tom Reid Library Expansion
- Brazoria County Facilities Management Warehouse
- Pearland Orange Street Service Center



David Larsen

Project Manager

QUALIFICATIONS

- Experienced Project Manager
- Excellent Communication Skills
- Cost and Time Management Expertise
- Seasoned Professional in Working with City and County Governments

- 4 Years with CM
- 19 Years in Construction
- Licensed Houston and Texas Journeyman Electrician, 1990 - 2010
- OSHA-10 & 30 Certifications

PROJECT ROLE

David's duties will include subcontractor management, construction process control, safety inspections, quality assurance and construction conflict resolution; and attend all OAC meetings.



RELEVANT PUBLIC HIGHLIGHTS

- Brazoria County Fire Fighters Association Fire Training Facility
- City of Pearland Orange Street Service Center
- Baytown Animal Services and Adoption Shelter
- Brazoria County Facilities Management Warehouse
- New Hitchcock City Hall Renovation and Expansion



Ed Cudworth

Estimator



QUALIFICATIONS

- Experienced Project Manager
- Skilled in Coordinating Trades, Developing Partnerships
- Excellent Communication Skills
- Proficient at Estimating and Time Management
- Well Versed in MS Project, Utilized for 10+ Years

- 15 Years with CM
- 36 Years in Construction
- San Jacinto College
- US Coast Guard
- OSHA-30 Certification

PROJECT ROLE

Ed's duties include submittal review, schedule management, QC, overall project oversight; subcontractor management, construction process control, safety inspections, quality assurance and construction conflict resolutions; site visits and attendance at all OAC meetings.



RELEVANT FACILITY HIGHLIGHTS

Public

- City of Friendswood Blackhawk Public Works Building
- City of Friendswood Blackhawk Emergency Shelter
- City of Pasadena Golf Course New Maintenance Storage Building
- City of Webster Animal Control Building
- City of Webster Police Department Renovation



Rafael G. Martinez

Superintendent



QUALIFICATIONS

- Detailed in Execution and Project Completion
- Excellent Oral and Written Communication Skills
- Strong Leadership in Managing Personnel in the Field
- Fluent in English and Spanish

- In 1st Year with CM
- 23 Years in Construction
- 30 plus years experience in civil & public work and service
- OSHA-30 Certification
- Bilingual – English & Spanish

PROJECT ROLE

Rafael's duties will include day-to-day project administration, subcontractor management, quality and safety assurance, schedule maintenance and customer coordination.



RELEVANT FACILITY HIGHLIGHTS

- Brazoria County Fire Fighters Association Fire Training Facility

Previous Project Experience:

- Amazing Spaces Greenway
- Fountainwood at Lake Houston
- Highlands VFD Fire Station – Highlands, TX
- Lee College Annex Expansion Phase 1
- Sheldon Park Renovation

SECTION 4

CONTRACTOR REFERENCES

References: Name 5 projects of similar work, giving owner's name, owner's representative's name, project architect's name, and telephone numbers for each. References must be provided for owners of similar size and scope as the proposed project.

1. Lake Jackson Annex Building	Architect: iAD Architects
Owner: Brazoria County	Brent Bowles, iAD Architects
Owner's Rep: Gerald Hendrick II	979.297.1411
979.864.1676	
2. Blackhawk Administration Building	Architect: PGAL
Owner: City of Friendswood	Ryan Bass, PGAL
Owner's Rep: Hailee Medwedeff	713.968.9394
281.992.3402	
3. Pearland Orange Street Service Center - Phase 1 Administration Building	Architect: Huitt-Zollars
Owner: City of Pearland	Chris Casey, AIA*
Owner's Rep: Jameson Appel*	806.473.2200
281.470.5135	*Formerly with H-Z, currently with Parkhill
*Formerly with City of Pearland, currently with City of La Porte	
4. Willowfork Administration Building	Architect: Martinez Architects
Owner: Willowfork Fire Dept.	Ricardo Martinez, Partner
Owner's Rep: Billy Wilson, Fire Chief	281.346.7371
281.395.0011, ext 110	
5. Baytown Utility Services Building	Architect: Element Architects
Owner: City of Baytown	Patrick Helemann, Element Architects
Owner's Rep: Heather Oberst, Hill International	713.874.0775
713.349.9333	

SECTION 5

CONTRACTOR'S CURRENT WORK SCHEDULE/RECORD

I. Current Work Schedule

a. List major construction projects your organization has in-progress using the format below:

Name & Location of Project	Contract \$	% Complete	Projected Completion Date	Owner Contact And Phone
Brazoria County Fire Fighters Association Fire Training Facility 605 Kelly Blvd., Angleton, TX 77515	\$2,726,447	81%	9/31/2025	Gerald Hendrick, II New Construction Liaison 979-864-1676
FBC ESD 4 - Fire Station 3 26501 Fulshear Gaston Rd. Richmond, TX 77406	\$1,783,000	72%	9/23/2025	Owner Rep: Ida Franklin Venus Construction 832-276-1000
HC ESD 7 - Spring Fire Station 77 2900 Cypresswood Spring, TX 77388	\$3,154,948	84%	9/30/2025	Donald May, Facilities Director HC ESD 7 281-355-1266
City of Missouri City Golf Course Maintenance Facility 2880 La Quinta Dr., Missouri City 77489	\$2,621,730	25%	12/26/2025	Sergio Becerril, Capital Projects Mgr City of Missouri City 281-403-8654
New Alvin Annex Building 248 Victory Lane Alvin, TX 77511	\$8,201,719	33%	4/20/2026	Gerald Hendrick, II New Construction Liaison 979-864-1676

Continued on next page

b. Total number and dollar amount of contracts currently in progress:

Number 7 \$ 36,704,382

c. Largest single contract amount currently in progress:

Project Name: City of La Porte - La Porte Public Works

Projected Completion Date : 12/14/2026

Dollar Amount \$ 10,262,938

II. Past Record

a. List major construction projects of our organization has completed in the last 5 years with completion dates and references.

Name & Location of Project	Contract \$	Date Completed	Owner Contact and Phone
Please reference attached:			
5 yr Project History Listing			

SECTION 5

CONTRACTOR'S CURRENT WORK SCHEDULE/RECORD

Continued

I. Current Work Schedule

a. List major construction projects your organization has in-progress using the format below:

Name & Location of Project	Contract \$	% Complete	Projected Completion Date	Owner Contact And Phone
Waller-Harris ESD 200 - Fire Station 43 27227 Baethe Rd. Hockley, TX 77447	\$7,953,600	12%	7/22/2026	Chief W. McDugle Waller-Harris ESD 200 936-372-8084
City of La Porte - La Porte Public Works 2963 N. 23rd St. La Porte, TX 77571	\$10,262,938	0% In Pro-Construction Phase	12/14/2026	Jameson Appel Asst. Director of Public Works 281-470-5135

b. Total number and dollar amount of contracts currently in progress:

Number _____ \$ _____

c. Largest single contract amount currently in progress:

Project Name: _____

Projected Completion Date : _____

Dollar Amount \$ _____

II. Past Record

a. List major construction projects of our organization has completed in the last 5 years with completion dates and references.

Name & Location of Project	Contract \$	Date Completed	Owner Contact and Phone

5 Year Project History



Brazoria County – Parks HQ & Maintenance Facility

41885 State Hwy 288
Angleton, Texas 77515

Substantial Completion Date: 5/31/2024

Final Contract Amount: \$8,720,824

Delivery Method: CSP

Owner Rep:

Name: Chad Davenport, Deputy Director, BC Parks Dept.

Phone: (979) 864-1119

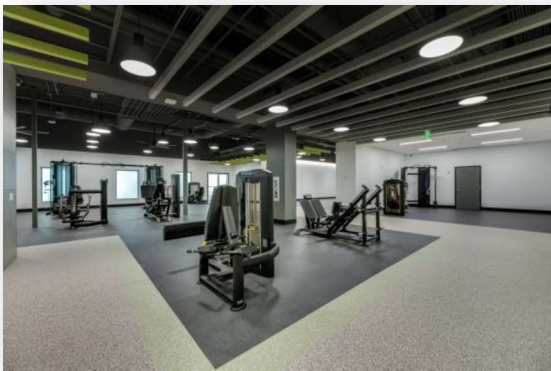
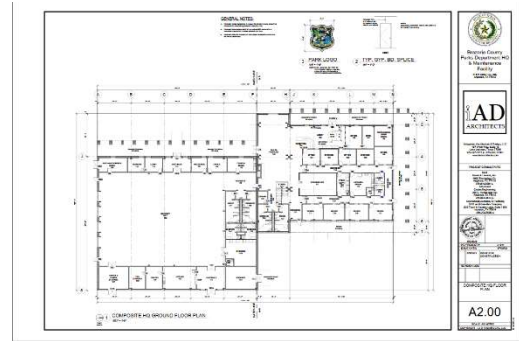
Email: Cdavenport@brazoriacountytx.gov

Architect:

Name: Brent Bowles, iAD Architects

Phone: (979) 297-1411

Email: Bbowles@iadarchitects.com



City of La Porte – Fitness & Recreation Center Expansion

1322 S. Broadway
La Porte, Texas 77571

Substantial Completion Date: 12/20/2024

Final Contract Amount: \$3,255,130.19

Delivery Method: CSP

Owner Rep:

Name: Lindsay French, Recreation Superintendent

Phone: (281) 470-5138

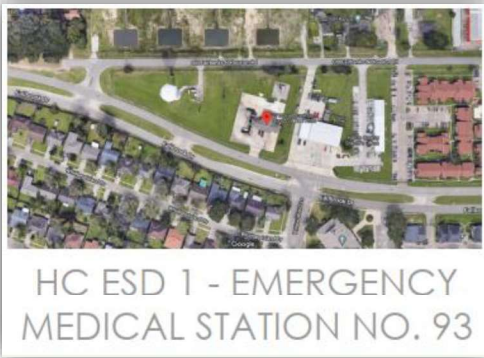
Email: FrenchL@laportetx.gov

Architect:

Name: Paul Bonnette, PGAL Architects

Phone: (713) 622-1444

Email: Pbonnette@pgal.com



Harris County ESD #1 – EMS Station 93
7710 Fallbrook Drive, Houston, Texas 77086
Start Date: 7/21/2023

Substantial Completion Date: 8/5/2024
Final Contract Amount: \$3,200,000
Delivery Method: Design-Build
Owner Rep:

Name: Willie Sanders, Director of Infrastructure
Phone: (713) 408-2756
Email: Tsanders@hcec.com

Architect:

Name: Ricardo Martinez, Martinez Architects
Phone: (281) 346-7371
Email: Ricardom@martinez-architects.com

Swagelok – TX Mid-Coast Expansion / Renovations

2112 Brazosport Blvd., Richwood, Texas 77531
Start Date: 11/8/2023

Substantial Completion Date: 7/5/2024
Final Contract Amount: \$1,814,090
Delivery Method: CSP
Owner Rep:

Name: Kevin Moriarty, President
Phone: (979) 297-3228
Email: Kevin.Moriarty@swagelok.com

Architect:

Name: Brent Bowles, iAD Architects
Phone: (979) 297-1411
Email: Bbowles@iadarchitects.com



Alvin ISD – Manvel High School Servery Renovations

19601 Hwy 6, Manvel, Texas 77578
Start Date: 5/20/2024

Substantial Completion Date: 8/9/2024
Final Contract Amount: \$1,156,500
Delivery Method: CSP
Owner Rep:

Name: Matthew DeVeau, Exec. Director of Support Services
Phone: (281) 331-1393
Email: Mdeveau@alvinisd.net

Architect:

Name: J. Matthew Brown, JMB2 Architecture, Inc.
Phone: (281) 980-0900
Email: Matt@jmb2-arch.com

Fort Bend County ESD No. 2
Willowfork Administration Building

2700 Spring Green Blvd.
Katy, Texas 77494

Substantial Completion Date: 4/18/2024
Contract Amount: \$5,931,935 (includes Fire Station 1)
Delivery Method: CMAR
Owner:

Name: Billy Wilson, Fire Chief, Willowfork FD
Phone: (281) 395-0011 ext. 110
Email: Billy.Wilson@willowforkfire.com

Architect:

Name: Ricardo Martinez, Martinez Architects
Phone: (281) 346-7371
Email: Ricardom@martinez-architects.com



WILLOWFORK FIRE STATION 1
RENOVATION

Fort Bend County ESD No. 2
Willowfork Fire Station 1

24655 Westheimer Parkway
Katy, Texas 77494

Substantial Completion Date: 2/16/2024
Contract Amount: \$5,931,935 (includes Administration Bldg)
Delivery Method: CMAR
Owner:

Name: Billy Wilson, Fire Chief, Willowfork FD
Phone: (281) 395-0011 ext. 110
Email: Billy.Wilson@willowforkfire.com

Architect:

Name: Ricardo Martinez, Martinez Architects
Phone: (281) 346-7371
Email: Ricardom@martinez-architects.com



City of Friendswood
Blackhawk Renovation

15355 Blackhawk Blvd.
Friendswood, Texas 77546

Substantial Completion Date: 1/29/2024
Contract Amount: \$5,066,380
Delivery Method: CSP
Owner:

Name: Hailee Medwedeff, Project Coordinator
Phone: (281) 993-3402
Email: Hmedwedeff@friendswood.com

Architect:

Name: Ryan Bass, PGAL
Phone: (713) 968-939
Email: Rbass@pgal.com

City of Friendswood
Blackhawk Emergency Shelter

15355 Blackhawk Blvd.
Friendswood, Texas 77546

Substantial Completion Date: 1/29/2024

Contract Amount: \$914,000

Delivery Method: CSP

Owner:

Name: Hailee Medwedeff, Project Coordinator

Phone: (281) 993-3402

Email: Hmedwedeff@friendswood.com

Architect:

Name: Ryan Bass, PGAL

Phone: (713) 968-939

Email: Rbass@pgal.com



City of Hitchcock

New City Hall Renovation & Expansion

8102 Highway 6
Hitchcock, Texas 77563

Substantial Completion Date: 12/4/2023

Contract Amount: \$1,882,700

Delivery Method: CSP

Owner:

Name: Marie Gelles, City Manager

Phone: (409) 986-5591

Email: Mgelles@cityofhitchcock.org

Architect:

Name: Eric Batte, MG Architects

Phone: (713) 552-0707

Email: Eric@mgarchitects.com



CSM Warehouse Expansion Phase 2

8660 Lambright Road
Houston, Texas 77075

Substantial Completion Date: 9/13/2023

Contract Amount: \$1,050,700

Delivery Method: CSP

Owner:

Name: Casey Wendelburg, VP, CSM Industrials

Phone: (713) 991-2202

Email: CMW@csmindustrial.com

Architect:

Name: Ricardo Martinez, Martinez Architects

Phone: (281) 346-7371

Email: Ricardom@martinez-architects.com



**Brazoria County
Facilities Management Warehouse**

1340 E. Kiber Road
Angleton, Texas 77515

Substantial Completion Date: 8/11/2023
Final Contract Amount: \$3,089,900 Delivery Method: CSP
Owner:

Name: Gerald Hendrick, II, Project Designer, BC Facilities
Phone: (979) 864-1676
Email: geraldh@brazoria-county.com

Architect:

Name: Brent Bowles, iAD Architects
Phone: (979) 297-1411
Email: bbowles@iadarchitects.com



**City of Baytown
Utility Services Building**

315 W. Texas Avenue
Baytown, Texas 77520

Substantial Completion Date: 5/2/2023
Contract Amount: \$3,467,695
Delivery Method: CSP
Owner:

Name: Marvaughon Bolin, City of Baytown
Phone: (832) 784-7980
Email: Marvaughon.bolin@baytown.org

Architect:

Name: Patrick Helemann, Element Architects, LLC
Phone: (713) 874-0775
Email: P.helemann@elementarchitects.com



Oyster Creek Wastewater Treatment Plant

474 County Road 609
Angleton, Texas 77515

Substantial Completion Date: 4/26/2023
Final Contract Amount: \$420,300
Delivery Method: JOC
Owner:

Name: Martha Eighme, Director of Communications
Phone: (979) 849-4364
Email: Meihme@angleton.tx.us

Architect:

Name: Tanya Reed, MRB Group
Phone: (254) 771-2054
Email: Tanya.reed@mrbgroup.com



**Harris County ESD 48
Fire Station 4 Renovations**

22855 Franz Road
Katy, Texas 77449

Substantial Completion Date: 2/21/2023

Final Contract Amount: \$989,300

Delivery Method: CSP

Owner:

Name: Ray Sidwell, Asst. Chief Admin., HCESD 48

Phone: (832) 739-6503

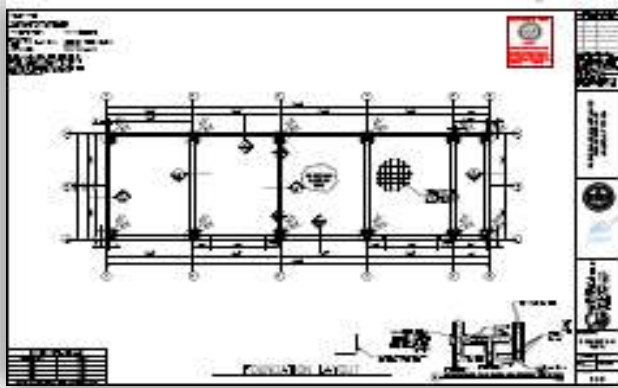
Email: Ray.sidwell@hcesd28.org

Architect:

Name: Richardo Martinez, Martinez Architects

Phone: (281) 346-7371

Email: Richardom@>artinez-Architects.com



Pasadena Municipal Golf Course Maintenance Shed

1000 Duffer Lane,
Houston, Texas 77034

Substantial Completion Date: 2/14/2023

Final Contract Amount: \$179,411

Delivery Method: JOC

Owner:

Name: Robby Lyde, Director of Project Development

Phone: (713) 475-4832

Email: Rlyde@pasadenatx.gov

Architect:

Name: Try Kennedy, 9 Yards Architecture

Phone: (281) 316-6392

Email: Troy@the9yards.com

Brazoria County Historical Museum

100 E. Cedar
Angleton, Texas 77515

Substantial Completion Date: 2/2/2023

Final Contract Amount: \$293,508

Delivery Method: JOC

Owner:

Name: Gerald Hendrick, II, BC Facilities Management

Phone: (979) 864-1676

Email: Geraldh@brazoria-county.com

Architect:

Name: Hutson | Gallagher

Phone: (512) 960-0013

Email: Chris@hutsongallagher.com



Texas Gulf Bank – River Oaks

2517 River Oaks Boulevard
Houston, Texas 77019

Substantial Completion Date: 11/18/2022

Final Contract Amount: \$372,700

Delivery Method: Negotiated

Owner:

Name: Mary Henson, COO, Texas Gulf Bank

Phone: (979) 888-7850

Email: Mhenson@texasgulfbank.com

Architect:

Name: Eric Bette, MG Architects

Phone: (713) 552-0707

Email: Ebette@mgarchitects.com



City of Baytown

Fire Station #4 Women's Locker Room Reno.

910 E. Fayle Avenue
Baytown, Texas 77520

Substantial Completion Date: 9/1/2022

Final Contract Amount: \$186,581

Delivery Method: JOC

Owner:

Name: Juan Macias, City of Baytown, PE, CFM, Eng. Dept.

Phone: (281) 420-3869

Email: Juan.Macias@baytown.org

Architect:

Name: Kim Dowdy-Hickman, Quorum Architects, Inc.

Phone: (817) 546-6325

Email: Kim@qarch.com

Barbers Hill ISD

Middle School North Girls Athletic Renovations

7579 Eagle Drive
Mont Belvieu, Texas 77523

Substantial Completion Date: 8/1/2022

Final Contract Amount: \$632,615

Delivery Method: CSP

Owner:

Name: Stan Frazier, Barbers Hill ISD

Phone: (713) 526-2738

Email: Stan.frazier@bhisd.net

Architect:

Name: George Watanabe, cre8 Architects

Phone: (713) 526-2738

Email: George.Watanabe@cre8houston.com



City of Baytown

Animal Shelter & Adoption Shelter

705 N. Robert C. Lanier Drive
Baytown, Texas 77521

Substantial Completion Date: 8/1/2022

Final Contract Amount: \$6,532,984

Delivery Method: CSP

Owner:

Name: Juan Macias, City of Baytown, PE, CFM, Eng. Dept.

Phone: (281) 420-3869

Email: Juan.Macias@baytown.org

Architect:

Name: Kim Dowdy-Hickman, Quorum Architects, Inc.

Phone: (817) 546-6325

Email: Kim@qarch.com



Harris County ESD 4

Huffman Fire Station 52 Renovations

54 Ivy Leaf Drive
Huffman, Texas 77336

Substantial Completion Date: 6/14/2022

Final Contract Amount: \$534,000

Delivery Method: CSP

Owner:

Name: Ray Jones, President, Harris County ESD 4

Phone: (281) 281) 324-9110

Email: Jhoney@harriscountyesd4.org – Jenelle Honey

Architect:

Name: Richardo Martinez, Martinez Architects

Phone: (281) 346-7371

Email: Richardom@martinez-architects.com

Texas Gulf Bank - Freeport

1400 N. Brazosport Boulevard
Freeport, Texas 77541

Substantial Completion Date: 2/18/2022

Final Contract Amount: \$1,782,500

Delivery Method:

Owner:

Name: Mary Henson, COO, Texas Gulf Bank

Phone: (979) 888-7850

Email: Mhenson@texasgulfbank.com

Architect:

Name: Eric Bette, MG Architects

Phone: (713) 552-0707

Email: Ebette@mgarchitects.com





City of Pearland
Orange Street Service Center

3501 E. Orange Street
Pearland, Texas 77581

Substantial Completion Date: 10/15/2021

Final Contract Amount: \$5,619,510

Delivery Method: CSP

Owner:

Name: Michael Collins, City of Pearland

Phone: (281) 652-1747

Email: Mcollins@pearlandtx.gov

Architect:

Name: Chris Casey, Huitt-Zollars, Inc.

Phone: (281) 496-0066

Email: Ccasey@huitt-zollars.com

San Luis Pass Visitor Center

14001 CR 257
Freeport, Texas 77541

Substantial Completion Date: 4/23/2021

Final Contract Amount: \$410,770

Delivery Method: CSP

Owner:

Name: Bryan Frazier, Brazoria County Parks Department

Phone: (979) 864-1114

Email: Bryanf@brazoria-County.com

Architect:

Name: Brent Bowles, iAD Architects

Phone: (979) 297-1411

Email: Bbowles@iadarchitects.com



City of Missouri City

Fire Stations #1, #3, & #4 Renovations

FS #1 – 3849 Cartwright, Missouri City, Texas 77459

FS #3 – 2496 Texas Parkway, Missouri City, Texas 77459

FS #4 – 5955 Sienna Parkway, Missouri City, Texas 77459

Substantial Completion Date: 1/8/2021

Final Contract Amount: \$317,243

Delivery Method: JOC

Owner:

Name: Vincent Silva, CIP Project Manager

Phone: (281) 403-8567

Email: Vincent.Silva@missouricitytx.gov

Architect:

Various renovations to 3 Fire Stations, Totaling 5,000 SF

Owner Designed



Harris County ESD #1

EMS Station 97

15600 Woodland Hills Drive

Humble, Texas 77346

Substantial Completion Date: 12/15/2020

Final Contract Amount: \$1,819,000

Delivery Method: CSP

Owner:

Name: Jeremy Hyde, Harris County ESD #1

Phone: (281) 449-3131

Email: Jhyde@hcec.com

Architect:

Name: Justin Myers, Martinez Architects

Phone: (281) 346-7371

Email: Justinm@martinez-arcitects.com

San Jacinto College

Maritime Expansion Fire Training Center

3700 Old Highway 146

La Porte, Texas 77571

Substantial Completion Date: 10/9/2020

Final Contract Amount: \$1,047,600

Delivery Method: CPS

Owner:

Name: Colby Kreft, San Jacinto College, Program Manager

Phone: (713) 819-7483

Email: Colby@rizzo-associates.com

Architect:

Name: Robert Trabanino, Texas – IBI Group

Phone: (281) 286-6605

Email: Robert.trabanino@ibigroup.com



Arcola City Hall Renovations

13222 Highway 6
Rosharon, Texas 77583

Substantial Completion Date: 9/8/2020

Final Contract Amount: \$2,034,000

Delivery Method: CSP

Owner:

Name: Annette Goldberg, City Administrator

Phone: (2881) 431-0326

Email: Agoldberg@arcolatexas.org

Architect:

Name: Richard Martinez, Martinez Architects

Phone: (281) 346-7371

Email: Richardom@martinez-architects.com



San Jacinto College – South Campus Welcome Center – Building 6 Renovation

13735 Beamer Road
Houston, Texas 77089

Substantial Completion Date: 8/7/2020

Final Contract Amount: \$419,671

Delivery Method: CSP

Owner:

Name: Colby Kreft, San Jacinto College, Program Manager

Phone: (713) 819-7483

Email: Colby@rizzo-associates.com

Architect:

Name: Courtney Harper, Courtney Harper + Partners, L.C.

Phone: (713) 521-7379

Email: Courtney@courneyhp.com

b. Volume of work completed over last 5 years:

\$ 30,000,000 (2024)

\$ 30,000,000 (2023)

\$ 30,000,000 (2022)

\$ 20,000,000 (2021)

\$ 20,000,000 (2020)

SECTION 6

CONTRACTOR LITIGATION, CLAIMS, REPUTATION & COMPLIANCE

I. Please answer the following questions

- a. Has your firm ever defaulted, been declared to be in default, or failed to complete any work awarded?

☐ yes

☒ no

If yes, stipulate where and why: _____

- b. Has your firm ever paid (or had withheld from payment) liquidated damages for failure to complete a contract on time?

☐ yes

☒ no

If yes, stipulate where and why: _____

- c. Has your organization ever been charged with or paid a fine for non-compliance of State and/or Federal statutes or regulations?

☐ yes

☒ no

If yes, stipulate where and why: _____

- II. List pending claims and/or litigation against or involving project owners at time of submitting Proposal.
Show project name, owner and summary explanation.

Construction Masters has filed a suit against (1) customer who failed to uphold
their contractual financial obligations.

SECTION 7

SUBCONTRACTOR LIST

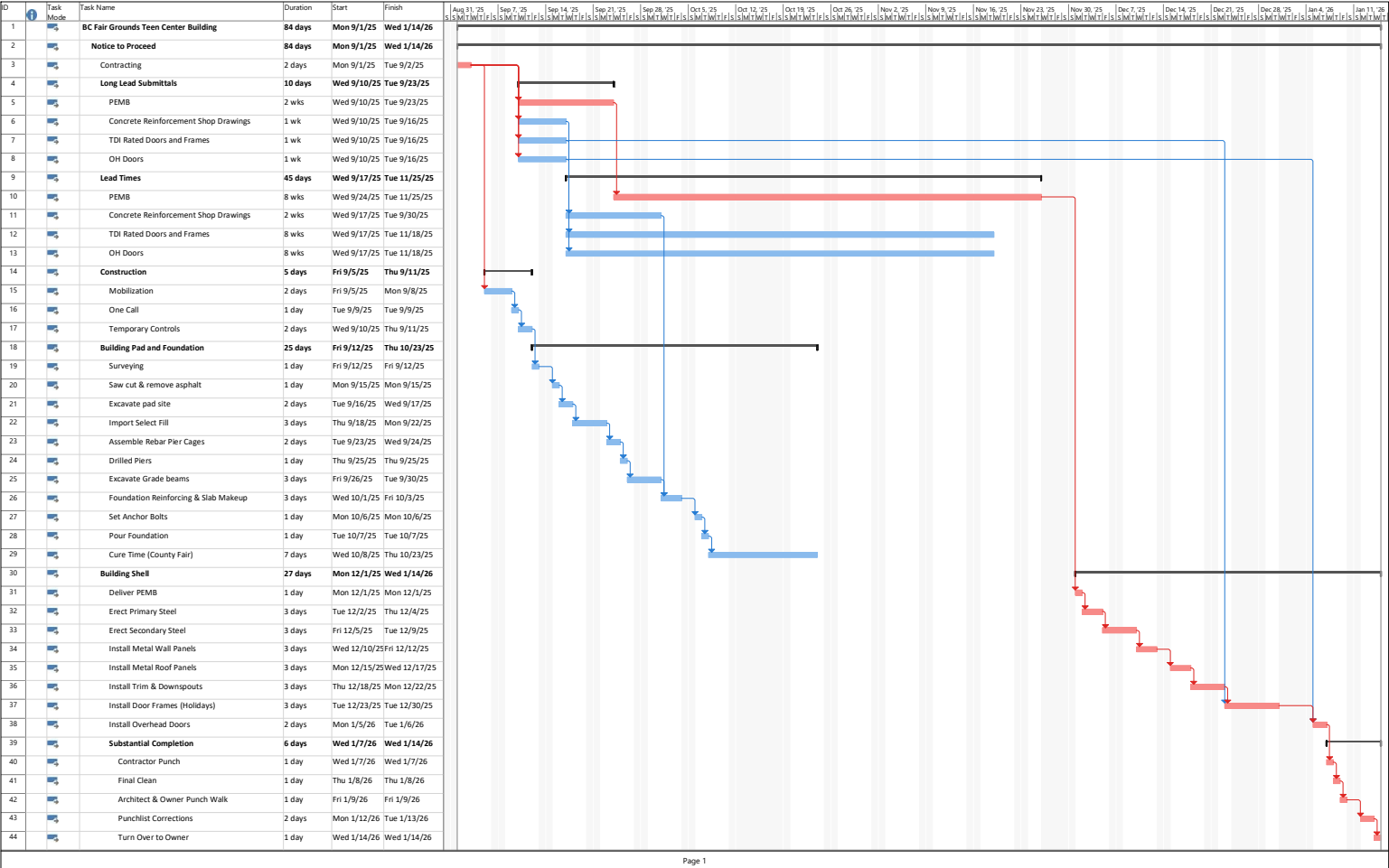
The Offerer shall provide a list of subcontractors your firm intends to contract with for services for each trade included in your offer.

SUBCONTRACTOR	TRADE
GMG Concrete	Earthwork & Concrete
Linares Steel Erectors	Steel Erection
Therm-All	Metal Building Insulation
ABC Doors	Overhead Doors
Houston Builders Hardware	Doors, Frames, & Hardware

Section 8

VENDOR TO INSERT PROJECT SCHEDULE HERE

Construction Schedule attached.



**VENDOR TO INSERT EXCEPTIONS TO
STANDARD TERMS & CONDITIONS & SPECIAL
REQUIREMENTS HERE (IF APPLICABLE)**

✓ Company **does not** have exceptions *(If applicable, check here)*

Or

 Company does have exceptions *(If applicable, check here and list exceptions here for consideration. Brazoria County will review all exceptions listed and will formally communicate as to if any exceptions are accepted by the County. If exceptions are accepted by the County, they will be added in the form of an addendum.)*

VENDOR TO INSERT EXCEPTIONS HERE

SIGNED ADDENDUMS (IF APPLICABLE)

VENDOR TO INSERT SIGNED ADDENDUMS HERE

Attached:
Addendum 1, dated 7/23/2025

BRAZORIA COUNTY ADDENDUM NUMBER 1

CSP#25-72 CONSTRUCTION OF A TEEN CENTER BUILDING

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED CSP PACKAGE.

This Addendum modifies the CSP#25-72 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
2. The following questions have been submitted for clarification:

- 2.1 Vendor Question: "Could we submit a construction materials testing quote on this project?"

Brazoria County Answer: Yes.

- 2.2 Vendor Question: "Canopy on endwall over 2 doors, what is the desired width and projection of this canopy? Do you want any soffit panels on the underside? I noticed that none of the other buildings in the area had soffit panels."

Brazoria County Answer: We can go with 8' wide, 4' projection. Yes, PBR panel soffit.

"Insulation: the description on the drawings call for "R-8 thermal blocks" on roof and walls under PBR panel. Building manufacturers will not engineer with this insulation system and the blocks are not required by energy code. R-19 can be achieved with 6" Fiberglass with thermal break tape on girts for the walls and R-30 can be achieved with 6" in purlin cavity and 3" over the purlins as well. On the unconditioned area using a 3" faced fiberglass without "thermal blocks" would be the standard system. Are these insulation packages acceptable?"

Brazoria County Answer: Yes.

- 2.3 Vendor Question: "Can we submit an alternate supplier for the PEMB?"

Brazoria County Answer: Yes, provided the alternate supplies is a MBMA member.

- 2.4 Vendor Question: "What type of documentation needs to be provided in response to the following bid response items?"

In Exhibit B, Vendor Response, Section 1, the Vendor is requested to provide documentation on the following:

(i) Quality of Work: Demonstrated ability to perform services in accordance with contract specifications. Conformance to good standards of workmanship.

(ii) Customer Satisfaction: Satisfaction of end users with the contractor's completed products and services.

(iii) Timeliness of performance: compliance with delivery schedules; reliability; responsiveness to technical direction, no assessment of liquidated damages.

(iv) Business relations: Effective management, ability to manage projects involving subcontracts, working relationship with the contracting officer and technical representatives, reasonable/cooperative behavior, flexibility, effective

contractor recommended solutions, businesslike concern for government's interests.

(v) Cost control: Ability to complete contracts within budget (at or below); reasonableness of price change proposals submitted; providing current, accurate, and complete billings.

What type of documentation needs to be provided?"

Brazoria County Answer: Vendors are to include in Exhibit B Vendor Response, information to reflect their company's experience and qualifications for the sections (i) through (v).

- 2.5 Vendor Question: "On sheet 1 of 4 in the notes it states to use a 3,000-psi concrete mix. On sheet 2 of 4 in the general notes it says to use 4,000-psi concrete mix. Which mix will be used?"

Brazoria County Answer: 3000 PSI is sufficient per Structural

- 2.6 Vendor Question: "Sheet A1 shows (2) 3'x 62' aprons on each sidewall of the building, the foundation plan only shows one apron. Please clarify."

Brazoria County Answer: There are 2x aprons, corrected Structural has been upload to Bonfire. See Item number 3 below.

- 2.7 Vendor Question: "The perimeter beam for the apron does not have a detail please clarify. "

Brazoria County Answer: 12" deep beam with (2) #5 rebar top and (x) #5 rebar at bottom.

- 2.8 Vendor Question: "Will the (2) 8'X10' overhead doors need to be insulated? Will the (4) 20'X10' overhead doors need to be insulated?"

Brazoria County Answer: 2 x 8' x 10' to be insulated. 4 x 20 x 10 are not insulated.

- 2.9 Vendor Question: "Will the canopy over the walk doors need to have a soffit? If so, a PBR or flat panels?"

Brazoria County Answer: Yes, see item number 2.2.

- 2.10 Vendor Question: "Build American, Buy American Act-Is this being utilized on this project by Brazoria County where our materials need to follow the requirements?"

Brazoria County Answer: Yes, BABAA is applicable to this project. Please see Section 24.0 Build American, Buy America Act (BABAA).

3. Brazoria County Clarifications:

- The foundation plan has been updated and posted in Bonfire. The document is labeled as Addendum No.1 Attachment C Updated Teen Center Foundation.
- The Soils Report is now posted in Bonfire and labeled as Addendum No.1 Soils Report.
- The awarded contractor will be allowed to stop work during the Brazoria County Fair which will be from October 10th to October 18th.
- All spoils from the project will be stockpiled on the County fairgrounds. The location will be determined by the County.

- The awarded contractor is responsible for obtaining the necessary permit(s). County building permit fee will be waived. The following items will be needed for the County Building Permit:
 - Letter of No Objection for Angleton Drainage District (this is in hand)
 - Letter of No Objection from the City of Angleton
 - Either a Letter of No Objection or a Plan Review by the Fire Marshall (preliminary review complete)
- Due to the inclusion of the BABBA requirement found in the CSP document, the BABBA Self Certification Form is posted in Bonfire.

4. A pre-offer meeting and site visit was held on Thursday, July 17, 2025 at 9:00 a.m. at the Brazoria County Fairgrounds. The following vendors were in attendance.

Construction Masters of Houston
 Langer Companies
 Unbehagen Construction
 C.A. Walker Construction
 Noble Building and Development
 Metco

5. All other terms and conditions of the CSP are to remain unchanged.

Please refer any questions regarding this CSP to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

Construction Masters of Houston, Inc.

LEGAL NAME OF CONTRACTING COMPANY

281.997.2640

TELEPHONE NUMBER

281.485.4702

FACSIMILE NUMBER

SIGNATURE

Justin Davis, President

NAME AND TITLE PRINTED

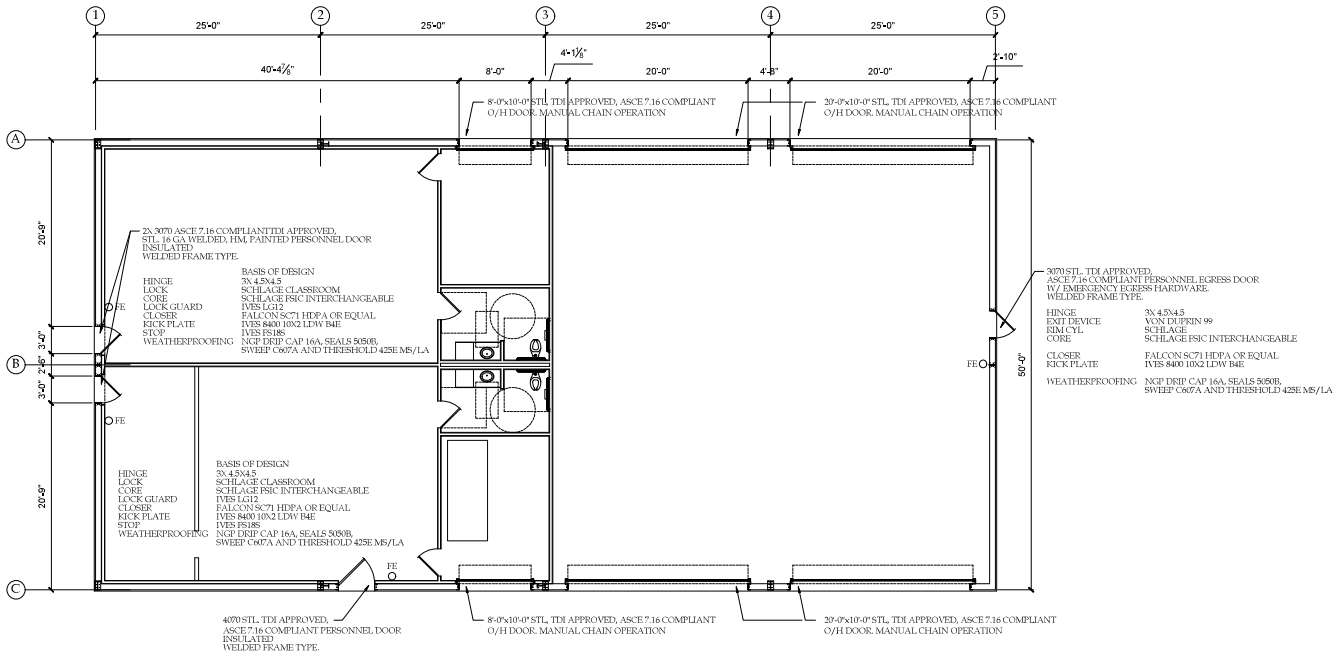
*Addendum approved by:



07/23/25

Susan P. Serrano, CPPO, CPPB
 County Purchasing Director

Date



CIVIL SPECIFICATION - BY ENGINEER

BUILDING SPECIFICATIONS:
STRUCTURE SHALL BE A PRE-ENGINEERED METAL BUILDING (PEMB), MEETING ASCE 7-16, RISK CATEGORY II, 146 Vmph.
THE BUILDING SHALL BE A DELICATED DESIGN AND SEALED BY THE QUALIFIED PROFESSIONAL ENGINEER RESPONSIBLE FOR THEIR
PREPARATION, AND INCLUDE A LETTER OF DESIGN CERTIFICATION.
THE PEMB SHALL BE A QUALIFIED MANUFACTURER AND MEMBER OF MBMA.
ACCEPTABLE MANUFACTURERS ARE AS FOLLOWS:

1. ALLIANCE STEEL, INC.
2. RED DOT BUILDINGS
3. WHIRLWIND BUILDINGS
4. APPROVED EQUAL

PRIMARY FRAMING SHALL BE RIGID CLEAR SPAN, HOT-DIPPED GALVANIZED FINISH
SECONDARY STEEL SHALL BE STANDARD PURLINS AND FLASH FRAMED GIRTS, AND SHALL BE PRE-GALVANIZED
ROOF AND WALL PANELS SHALL BE STANDARD 1-1/4" 26 GA. TAPEDED-RIB, EXPOSED FASTENER, "TBR" PANELS, 2 COAT KYNAR 500,
COLOR TBD (MATCH SURROUNDING STRUCTURES).
PROVIDE UNFACED R-6 THERMAL INSULATION WITH THERMAL BLOCKS, IN WALL AND ROOF, BETWEEN COLUMN LINES 1 THRU 3
(FUTURE CONDITIONED SPACE) AND VINYL ENCAPSULATED THERMAL INSULATION WITH THERMAL BLOCKS, IN WALL AND ROOF,
BETWEEN COLUMN LINES 3 THRU 5 (UNCONDITIONED).
PROVIDE ADDITIONAL CAVITY FILLED VAPOR RETARDANT FABRIC INSULATION WITH BANNED SYSTEM TO EQUAL A TOTAL VALUE OF
R-19 ON WALLS AND R-30 ON ROOF, ON CONDITIONED SIDE OF BUILDING (BETWEEN COLUMNS 1 THRU 3).
AWNINGS, AS SHOWN ON ELEVATIONS, SHALL BE PART OF THE PEMB PACKAGE, NOT 3RD PARTY CH BRACED.

GC TO PROVIDE (4) 5LB MINIMUM 2A-20BC RATED FIRE EXTINGUISHERS AS REQUIRED FOR BC FIRE MARSHAL OCCUPANCY

MEP SPECIFICATIONS:
BUILDOUT TO BE COMPLETED AT A LATER DATE.
CONTRACTOR SHALL COORDINATE WITH BC FACILITIES FOR OWNER INSTALLED PLUMBING ROUGH-IN AT FUTURE WATER CLOSETS
AND LAVATORIES AS SHOWN ON THE PLAN.
CONTRACTOR SHALL COORDINATE WITH BC FACILITIES FOR OWNER INSTALLED BUILDING GROUNDING AND BONDING PRIOR TO
FOUNDATION INSTALLATION.
CONTRACTOR SHALL COORDINATE WITH BC FACILITIES FOR OWNER INSTALLED BUILDING LIGHTING.

NOTE:
INTERIOR BUILD OUT N.I.C.

PROPOSED TEEN CENTER STRUCTURE
901 S. DOWNING
ANGLETON, TEXAS 77545

BRAZORIA COUNTY FACILITIES MANAGEMENT
1111 E. LOCUST, STE. 107
ANGLETON, TEXAS 77545
GERALD@BRAZORIANCOUNTYTX.GOV

DATE: 08/16/2024
DRAWN BY: GERALD HENDRICK II

PROJECT: 24-00000000-0000
SHEET: 1 OF 1

SCALE: AS SHOWN

DATE: 08/16/2024

DATE: 08/16/2024

DATE: 08/16/2024

DATE: 08/16/2024

DATE: 08/16/2024

DATE: 08/16/2024

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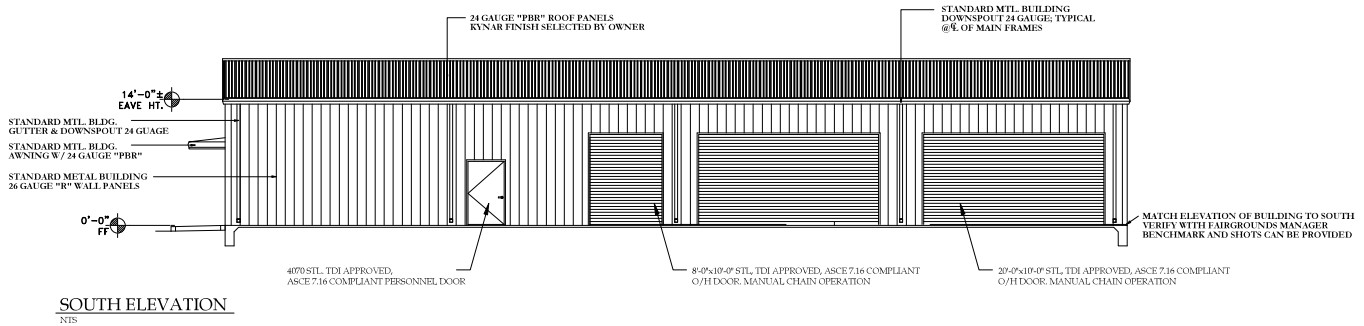
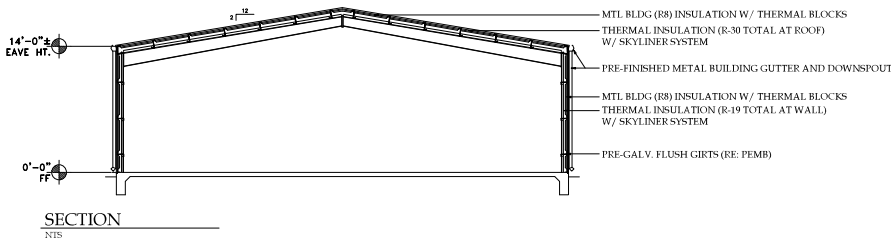
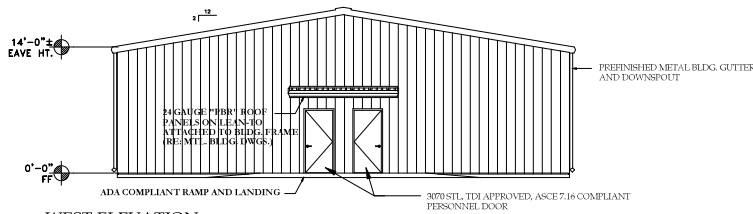
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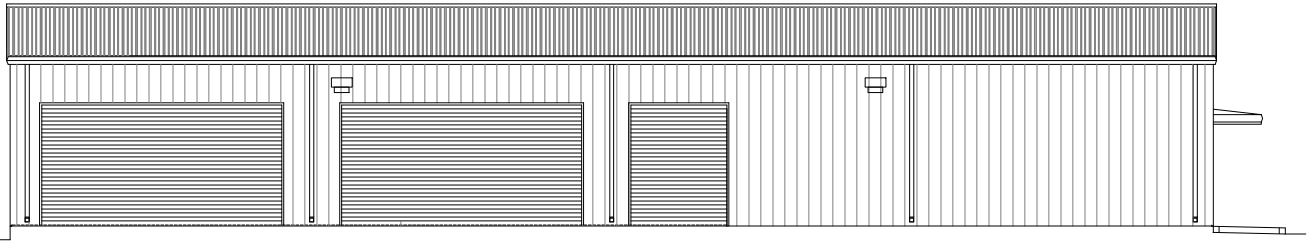


PROPOSED TEEN CENTER STRUCTURE
 901 S. DOWNING
 ANGLETON, TEXAS 77515

BRAZORIA COUNTY FACILITIES MANAGEMENT
 1111 E. LOCUST, STE. 107 ANGLETON, TEXAS 77515
 GERALD@BRAZORIACOUNTYTX.GOV

DATE: 06/16/2021
 TIME: 10:00 AM
 DRAWN BY: GERALD HENDRICK II





NORTH ELEVATION

NIS

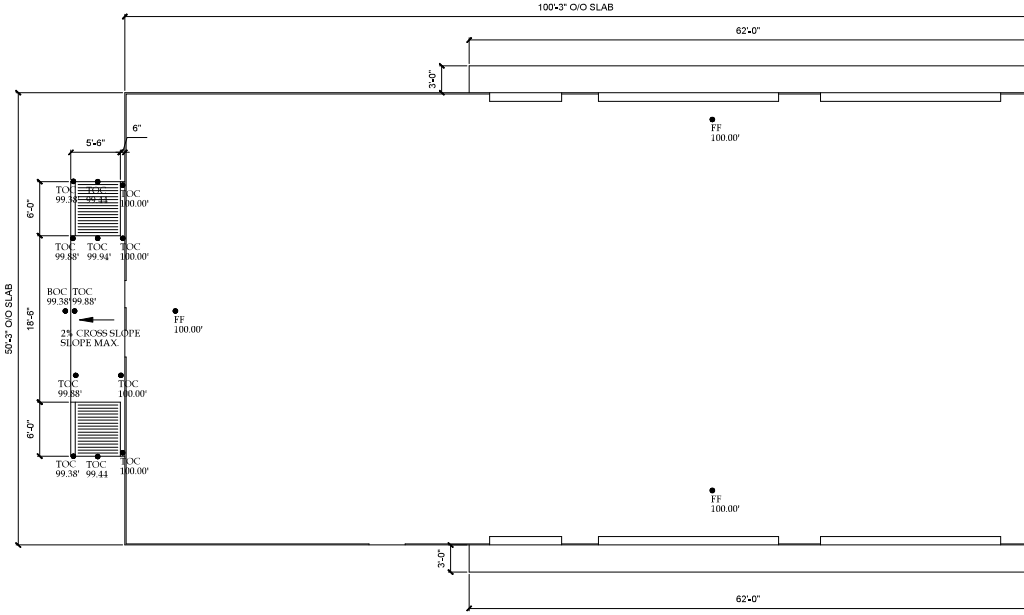


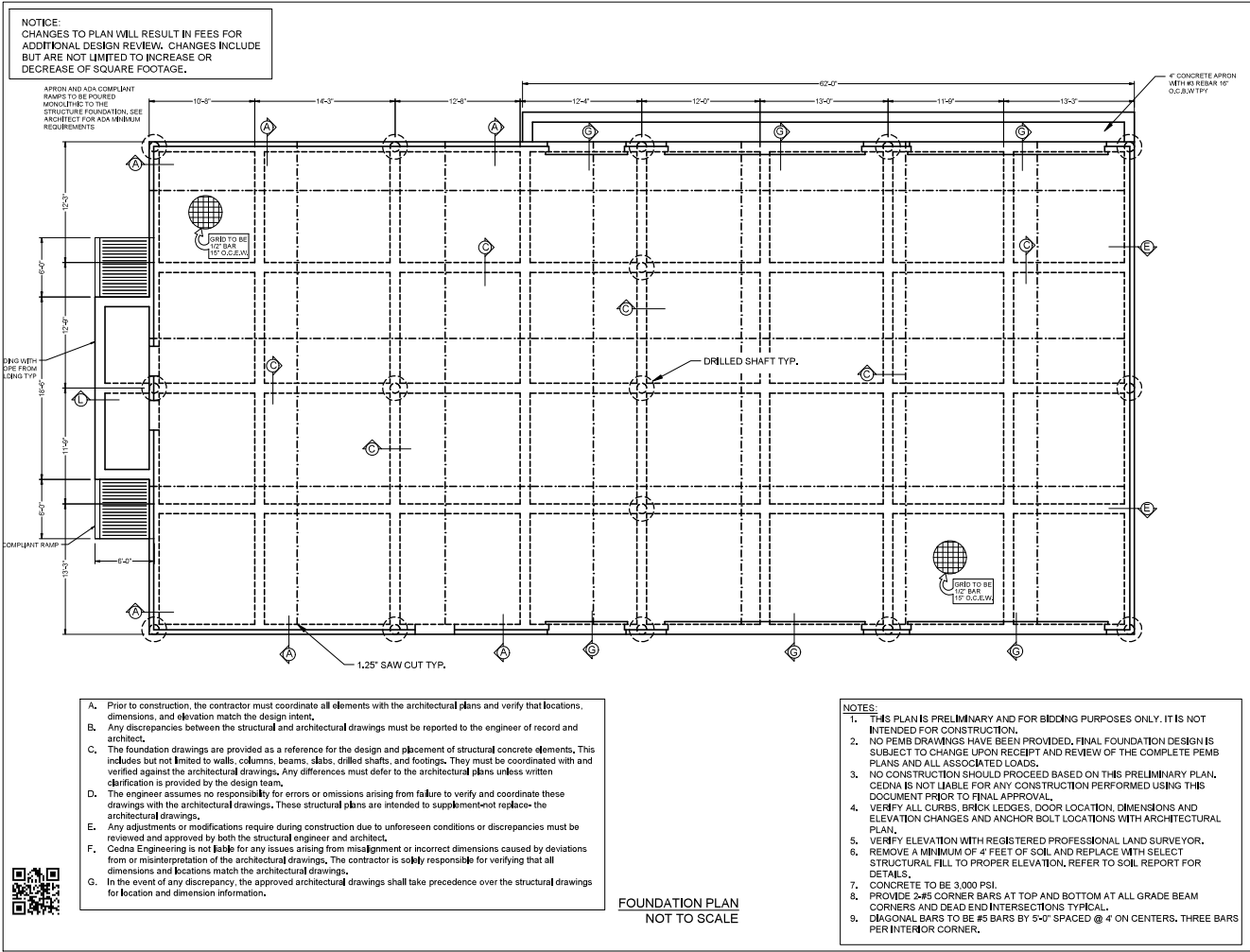
BRAZORIA COUNTY FACILITIES MANAGEMENT | PROPOSED TEEN CENTER STRUCTURE
111 E. LOCUST, STE. 107 ANGLETON, TEXAS 77515
PHONE: (979) 864-1567; HOUSTON (281) 756-1567
GERALD@BRAZORIANCOUNTYTX.GOV

PREPARED BY: GERALD HENDRICK II

ELEVATION

02.2







06/20/2025



CEDNA
ENGINEERING

209 East Henderson Road
Angleton, Texas 77515
Texas Registration # F-10583

**BRAZORIA COUNTY
TEEN CENTER**

ANGLETON, TEXAS

Date: 06/18/2025

Sheet No.
1 of 4

Scale: NTS

Design By:
JAA

Drawn By: JAA

General Notes

Site Drainage:

A majority of foundation related problems in the local area are attributable, at least in part, to poor drainage and expansive soils. Poor drainage, and the resulting ponded water, can cause high plasticity clays to swell or even induce settlement in very low plasticity silts or coarser grained materials. We recommend that an effective site drainage plan be devised away from the foundation perimeter and off the site, both during and after construction.

Site Preparation: Soft soils should be removed until firm soil is reached. The soft soils can be aerated and placed back in eight-inch loose lifts and compacted to 95% as specified by ASTM D-698. Clearing and stripping of vegetation, roots and removal of any materials containing significant organic material from the building area and areas to be paved should be performed. Soils with organics more than ten percent (10%) by volume are considered to be organic soils and can have deleterious effects. Tree stumps, tree roots, old slabs, old foundations and existing pavements should be removed from the structure area. If the tree stumps and roots are left in place, settlement and termite infestation may occur. Once a root system is removed, a void is created in the subsoil. It is recommended to fill these voids with structural fill or cement-stabilized sand and compact to 95% as specified by ASTM D-698.

Any low-lying areas including ravines, ditches, swamps, etc, should be filled with structural fill and placed in eight-inch lifts. Each lift should be compacted to 95% of the maximum dry density as specified by ASTM D-698. The exposed subgrade should be scarified to a minimum depth of six (6) inches in the driveway and slab areas. The subgrade should then be compacted to 95% of the maximum density as determined by the Standard Moisture Density Relationship (ASTM D-698). In the event that the upper six (6) inches cannot be compacted due to excessive moisture, we recommend that these soils be excavated and removed or chemically stabilized to provide a firm base for fill placement. The exposed subgrade surface should then be proof rolled with a loaded heavy earthwork piece of machinery weighing 15 to 20 tons such as a motorized articulated scraper, maintainer or dump truck to detect soft or loose zones, followed by proper soil replacement, if necessary. Smooth-roller type equipment is suitable for proof rolling the near-surface sand. The fill soils should extend at least five feet beyond the perimeter of the structure. In addition, the floor slab should be placed as soon as possible after the building pad is prepared. If the building pad is left exposed to rainfall, perched groundwater conditions may develop which will undermine the integrity of the floor slab. All trenches (water, cable, electrical) should be properly backfilled and compacted to 95% of the maximum dry densities. Sand or permeable materials should not be used as backfill. Improperly backfilled and improperly compacted trench, if left exposed will also be another source for perched groundwater conditions. In general perched water tends to be trapped within the fill. The trapped groundwater tends to soften the subgrade. Positive drainage should be maintained across the entire building pad. A qualified soil technician should monitor all earthwork operations. Field density tests should be conducted on each lift using a nuclear density gauge. The gauge should be calibrated every day. Prior to field density tests, a 50-pound sample from the subgrade soils should be obtained. A similar sample should be obtained from the fill soils. A Standard Moisture Density Relationship (ASTM D-698) should be performed on each sample in order to obtain an optimum moisture content and a maximum dry density. The field density tests should be compared to these results every time the soils are tested in the field. The above recommendations are applicable to slabs, driveways, pavements and any structures that are supported directly on-grade.

Low Swell Potential Structural Fill:

Low swell potential select fill should consist of cohesive soils free of organics or other deleterious materials and should have a maximum liquid limit of 35, a plasticity index not less than 10 or more than 20. 20 percent should pass the No. 200 sieve and a maximum particle size of 2. Sandy clays and clayey sands are recommended for use. The low swell potential select fill should be cleaned and free of organic matter or other deleterious material. The fill should be placed in maximum 8-inch loose lifts and compacted to a minimum of 95 percent of the maximum dry density as determined by ASTM D 698 (Standard Proctor Test). The moisture content at the time of compaction should be at, or above the optimum value as defined by ASTM D 698. The referenced moisture content and density should be maintained until construction is complete.

Maintenance Considerations:

The site should be graded in such a manner to shed all rainwater away from the structure. Water should not be allowed to pond around the structure. Positive site drainage will reduce the exposure of the on-site clays to a moisture source thus eliminating swelling of the on-site clays. Due to the presence of sandy clay soils, it is imperative to install a watertight plumbing system. Water leakage due to poor plumbing will have detrimental effects on the performance of the structure. Roof gutters should be utilized to direct roof runoff away from the structure. Downspouts should not be allowed to discharge near the structure. Downspout extensions should be used to facilitate rapid rainwater drainage away from the structure. Trees should be planted at a distance equaling the anticipated height of the mature tree. If trees are planted in close proximity to the structure, the roots will extend below the slab area causing distress to the slab. Root barriers should be constructed around the perimeter of the building in the event that trees are located less than the maximum anticipated height of the mature tree. Root barrier should extend at least four feet below grade. The floor slabs should be provided with a moisture barrier to prevent migration of the capillary moisture through the slab. Six-mil Visqueen can be used. In addition, a two inch layer of sand can be used for leveling purposes.

Select Fill:

Any select fill material used at the site should have a maximum liquid limit of 35 percent and a plasticity index in between 10 and 20. The fill should be compacted to 95 percent of the maximum dry density as determined by ASTM D 698, within two percent below or three percent above optimum moisture content. The fill should be placed in 8 inch loose lifts (app. 6 inch compacted lifts) and compacted.

Vapor Retarder:

Provide vapor retarder including seam tape, pipe boots, and detail strips under all areas of slabs on-grade or slabs over carton forms.

Vapor retarder used under typical floor areas shall be one of the following:

1. 6 mil sheeting meeting the qualities listed below

Other products may be substituted assuming that they have the following performance based qualities. Submit a substitution request to the architect and engineer.

1. Minimum permeance per ASTM E-96, method B of 0.04 perms or less
2. Water vapor barrier per ASTM E-1745, Class A
3. Minimum thickness of 6 mils per ACI 302.1R

Follow all manufacturers instruction for installation, including the following:

1. Start vapor retarder under perimeter grade beams and then extend over subgrade.
2. Lap all edges (sides and ends) a minimum of 12" and seal continuously with manufacturer's recommended tape.
3. Repair all punctures or tears prior to concrete pour. Lap patches over these areas a minimum of 8" and tape all edges.
4. Seal all penetrations, including pipes, with a pipe boot made from the vapor barrier, fully seal all laps and joints.
5. Any electrical conduits shall be placed above the vapor barrier and shall be fully encased in concrete. Provide a minimum of 1 1/2" cover of concrete beneath the conduits. Support all conduits using plated chairs or by tying to the slab-on-grade reinforcing steel.

Concrete:

Concrete shall be normal weight (unless noted otherwise) and shall conform to ACI 318-10, Chapter 5 requirements.

Concrete work shall conform to ACI 301-99.

Minimum compression strengths at 28 days:

- All concrete, unless noted otherwise - 4000 PSI (Max 1 1/2" aggregate, uno)
 - Concrete floor slabs on grade - 4000 PSI (Max 1 1/2" aggregate)
 - The minimum strength of the concrete must be met before work or construction begins.
- A slump test will be completed. The slump will not exceed 4 inches. Maximum water to cement ratio (W/C) of all concrete shall be 0.53. Aggregates shall meet the requirements of ACI 302.1 R-96 (chapter 5.4) and conform to the combined aggregate grading specified in section 5.4.3 (ACI 302.1 R-96). Fly ash, when used, may be substituted for portland cement in quantities not to exceed 20 percent fly ash by mass of cementitious materials. Concrete trowel-finished interior concrete floors made with normal weight aggregates should not include an air-entraining admixture. Maximum trapped air content for floor concrete should be 3 percent. Horizontal construction joints are not permitted for horizontal concrete members. Unless noted otherwise on plan, all construction joints shall be made in the center of spans with vertical bulkheads. Properly consolidate all cast-in-place concrete using vibrators during placement. Vibrate all concrete including the top five feet or drilled piers, footings, grade beams, slabs, walls, columns, etc. Vibrate all concrete such that no cold joints or honeycombing (voids) are present in the finished construction. The contractor will be responsible for the cost of any structural repairs to concrete due to improper placement. The contractor must provide the engineer with proposed repair materials prior to commencement of any structural repair work, the engineer must approve in writing the proposed products. Notify the engineer for additional instructions at any conditions where structural or cosmetic repairs are necessary to exposed cast-in-place concrete (E,G, Slabs, walls, etc.)

Reinforcing Steel:

Reinforcing bars shall conform to ASTM A645-Grade 60. Smooth dowels shall conform to ASTM A36 or ASTM A306.

Welded wire fabric shall conform to ASTM A185 or A497. Furnish in flat sheets only. Reinforcing steel detailing shall conform to ACI 315. Minimum laps for unscheduled bars in concrete shall be:

Vertical bars-38 bar diameter

Slab-on-grade bars- 38 bar diameter

Bottom beam horizontal bars- 38 bar diameter

Top beam horizontal bars - 50 diameter

Location of all laps must be reviewed and approved by the engineer of record. Refer to typical details on these drawings for tension development lap splice lengths. Refer to drawings for lap type (E,G, tension lap, class 'A', class 'B' etc.). If no lap type is specified for a particular condition notify engineer of record for lap type or use a class 'B' tension lap splice. For reinforcing steel in masonry walls see masonry section for minimum laps. Unless noted otherwise, top bars in horizontal beams shall be spliced at midspan and bottom bars shall be spliced at supports. Use Class 'A' tension lap splices. Provide 90 degree bends with development length returns for continuous horizontal bars at corners of grade beams and walls. Corner bars shall be equivalent in size and spacing to horizontal reinforcement. Provide bar chairs to insure proper cover for all reinforcing. Submit chair type spacing engineer for approval. Concrete cover:
Drilled piers- 6" bottom and 3" sides

Grade beams-1 1/2" top, 3" bottom, 2" sides (3" if earthformed)

Slab-on-grade- centered in slab (for slabs with single layer of steel) 2" cover to bottom mat and 2" cover to top mat (For slabs with two layers of steel)

Welding of reinforcing steel - ASTM A615- Grade 60 reinforcing steel shall not be welded or tack welded for any reason. A615- Grade 60 reinforcing steel may not be used at deformed bar anchors or other anchors noted on the drawings to be welded. Refer to next section for weldable reinforcing steel requirements.

Anchor:

Headed stud anchor (HSA) steel shall conform to ASTM A109-1020. Deformed bar anchor (DBA) steel shall conform to ASTM A108- Grade 70 or A708- Grade 60. Both HSA's and DBA's shall be welded to steel with automatic stud welding equipment. Welding shall conform to "Nelson stud welding system" recommendations. Expansion anchors shall be "Hi-Ti Kwik Bolt III" or equal. Unless noted otherwise, minimum embedment should be 4 3/4" for 3/4" diameter anchors. Sleeve anchors shall be "Hi-Ti Sleeve anchors". Unless noted otherwise, minimum embedment shall be 1 1/2". Installation of expansion and sleeve anchors shall conform to the manufacturer's recommendations. Powder driven anchors (PDA's) shall be "Hi-Ti" or equal. Installation shall conform to manufacturer's recommendations. Epoxied rebar, bolts or threaded rods shall be installed according to the "Hi-Ti Hit System". Hy-150 type cartridges shall be used. Unless noted otherwise embed dowels a minimum of 15 bar diameters into concrete.

Groundwater Control

In general, the highest groundwater level during construction should be three (3) feet below the bottom of the excavation to ensure excavation stability. Presence of groundwater above the excavation depths may require de-watering. However, it is the contractor's responsibility to select the proper de-watering systems for the proposed constructions.

Signature



06/20/2025

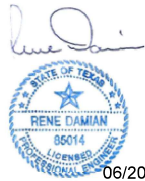
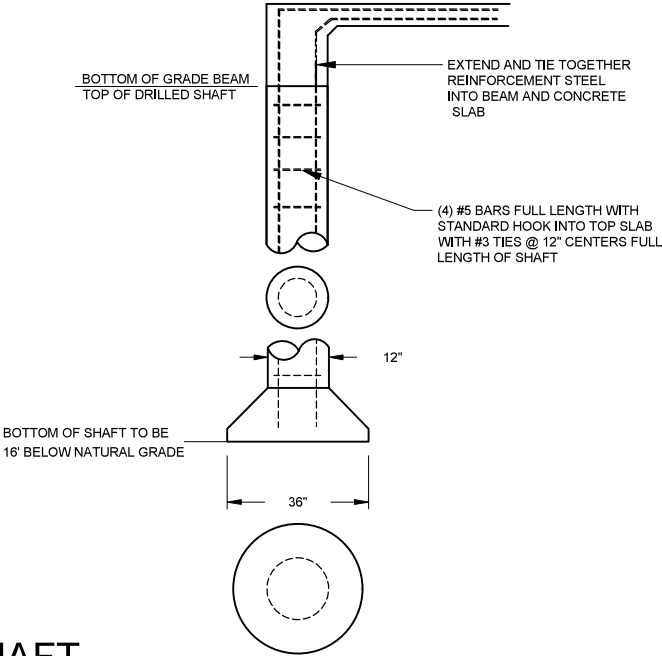
CEDNA

ENGINEERING

209 East Henderson Road
Angleton, Texas 77515
Phone: 409.426.1111
Fax: 409.426.1112
Texas Registration # F-10683

FOUNDATION NOTES			
Date: 1-20-18	Design By:	Drawn By: TJS	
Sheet No. 2 of 4	Scale: NTS		

BELL SHAFT



06/20/2025

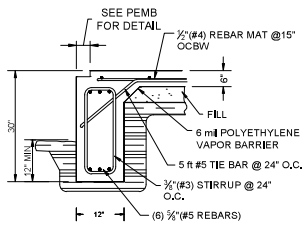


CEDNA
ENGINEERING

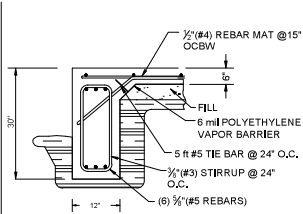
209 East Henderson Road
Angleton, Texas 77515
Texas Registration # F-10583

FOUNDATION NOTES

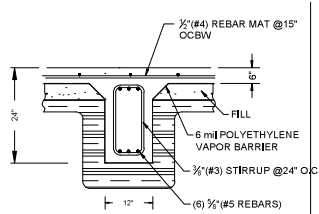
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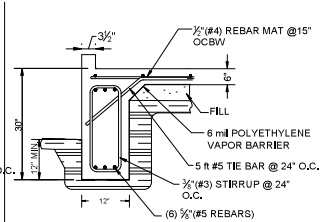
**A - A PERIMETER
BEAM with BRICK
LEDGE**



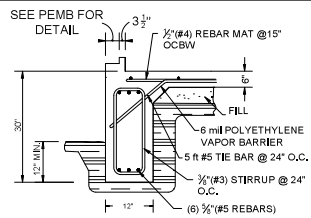
**B - B PERIMETER
BEAM**



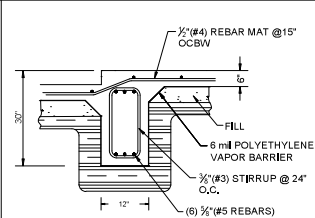
C - C INTERIOR BEAM



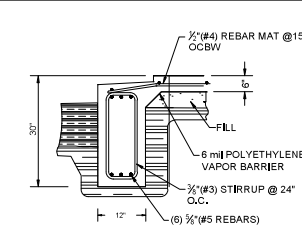
**D - D PERIMETER
BEAM AT GARAGE**



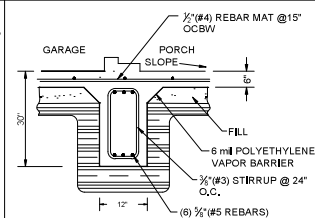
**E - E PERIMETER
BEAM with BRICK
LEDGE AT GARAGE**



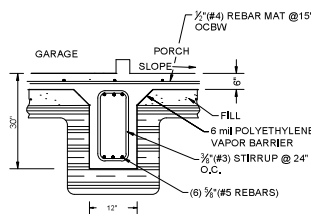
**F - F INTERIOR DROP
AT GARAGE**



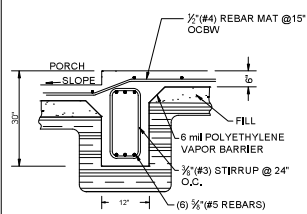
**G - G PERIMETER
BEAM AT GARAGE
DOOR**



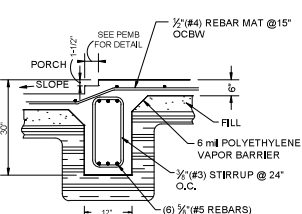
**H - H INTERIOR BRICK
BEAM AT
GARAGE/PORCH**



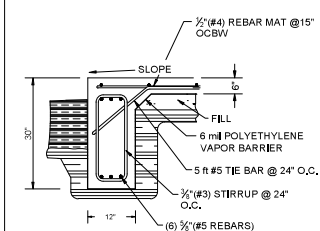
**I - I INTERIOR BEAM
AT GARAGE/PORCH**



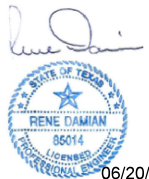
**J - J INTERIOR BEAM
AT PORCH**



**K - K PORCH DROP AT
BRICK BEAM**



**L - L PERIMETER
PORCH BEAM**



06/20/2025

CEDNA
ENGINEERING
209 East Henderson Road
Angleton, Texas 77515
Texas Registration # F-10683

TYP. FOUNDATION DETAILS

Date: 1-20-18

Sheet No. 4 of 4

Scale: NTS

Design By:

Drawn By: TJS



**BRAZORIA COUNTY
PURCHASING DEPARTMENT
237 E. LOCUST STREET, SUITE 406
ANGLETON, TEXAS 77515
TEL: 979-864-1825 FAX: 979-864-1034**

**BRAZORIA COUNTY
COMPETITIVE SEALED PROPOSAL COVER SHEET**

The COMPETITIVE SEALED PROPOSAL (CSP) and accompanying documents are for your convenience in submitting an offer for the referenced products and/or services for BRAZORIA COUNTY.

“CSP #25-72 CONSTRUCTION OF A TEEN CENTER BUILDING”

THURSDAY, JULY 31, 2025 at 11:00 A.M. LOCAL TIME

Sealed Hard Copy or Electronic offers shall be received no later than the due date and time above.

***BID OPENING WILL BE AVAILABLE VIA ZOOM. MEETING LINK IS AVAILABLE ON THE PROJECT DETAILS PAGE IN BONFIRE UNDER “IMPORTANT EVENTS”. BONFIRE LINK:**

<https://brazoriacounty.bonfirehub.com/portal/?tab=login>

IF SUBMITTING AN ELECTRONIC SEALED OFFER:

PREFERRED METHOD IS USING THE “BONFIRE” ELECTRONIC BIDDING PLATFORM.

**USE LINK, <https://brazoriacounty.bonfirehub.com/portal/?tab=login>,
CLICK THE HELP BUTTON PROVIDED IN THE BONFIRE WEBSITE AS NEEDED.**

IF SUBMITTING A HARD COPY SEALED OFFER:

THE PHYSICAL ADDRESS FOR COURIERS, HAND DELIVERIES AND THE US POSTAL SERVICE IS:

SUSAN SERRANO, CPPO, CPPB
PURCHASING DIRECTOR
BRAZORIA COUNTY COURTHOUSE CAMPUS ADMINISTRATION BUILDING
237 E. LOCUST STREET, SUITE 406
ANGLETON, TEXAS 77515

PLEASE USE THE RETURN LABEL PROVIDED WITH THIS SOLICITATION:

*****Please note: US Postal Service mailing address***

The U.S. mail may not deliver to the physical address shown above. Respondents who prefer to use the U.S. mail may submit their offers using the U.S. Postal Service mailing address shown above.

However, packages delivered by the U.S. Postal Service to the Brazoria County mailing address are subject to delays that may cause a response to be rejected due to missing a solicitation receipt deadline.

Responses delivered to the mailing address are routed through the County mailroom and may not reach the required location in time for the bid / offer opening.

Respondents using the U.S. mail should take this possible delay into account when using the U.S. mail.

BRAZORIA COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any “No Offer” response, any requirement of this CSP which may have influenced your decision to “No Offer”. If your response to this CSP is a “No Offer” response, please complete the Statement of No Offer in this CSP package and submit.

Any prospective respondent desiring any explanation or interpretation of the solicitation must make a written request online through Bonfire electronic platform or email the project facilitator as shown in Section “Questions Due Date (for Clarifications)”, which must be received by the Purchasing Department at least five (5) business days prior to the scheduled time for the offer opening.

Any information given to a prospective respondent concerning this solicitation will be furnished promptly to all other known prospective respondents as a written amendment/addendum to the solicitation. Brazoria County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Respondent’s responsibility to verify the issuance of Addenda in regard to this Offer. All Addenda shall be submitted to all known respondents and shall be posted on the Bonfire electronic bidding platform at <https://brazoriacounty.bonfirehub.com/portal/?tab=login>. Brazoria County shall not be responsible for failed internet connections or power interruptions.

All required Offer documents shown on the Table of Contents, including any Addenda Receipt Forms which may have been issued, must be submitted in the Bonfire electronic bidding platform or a sealed envelope included in a hard copy submittal, marked with the bidder’s company name, the Offer name, number and due date.



SUSAN SERRANO, CPPO, CPPB
Purchasing Director
Brazoria County Courthouse Campus Administration Building
237 E. Locust Street, Suite 406
Angleton, Texas 77515

Published Dates: WEDNESDAY, JULY 9, 2025
WEDNESDAY, JULY 16, 2025

BRAZORIA COUNTY CONTRACT SHEET

THE STATE OF TEXAS COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the _____ day of _____, 2025, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Commissioners' Court, and _____ (hereinafter designated Vendor/Contractor).
(company name)

WITNESSETH:

The Vendor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for **CSP #25-72 CONSTRUCTION OF A TEEN CENTER BUILDING** as stated in the Competitive Sealed Proposal Table of Contents hereto attached and made a part hereof, together with the bond (when required), vendor's response and negotiated pricing, 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 offer.

The order of precedence shall be:

- Brazoria County CSP#**25-72 CONSTRUCTION OF A TEEN CENTER BUILDING**
- Vendor's submittal to the above listed CSP and the final accepted pricing

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 Angleton, Texas this _____ day of _____ 2025.

By: _____
County Judge Signature

By: _____
Printed Name

By: _____
Signature of Vendor

By: _____
Printed Name and Title

SIGNATURE REQUIRED BY
VENDOR UPON AWARD

COMPETITIVE SEALED PROPOSAL

TABLE OF CONTENTS

CSP #25-72 CONSTRUCTION OF A TEEN CENTER BUILDING

All documents included in CSP# 25-72, represent components which comprise this bid/offer package and subsequent awarded executed contract. The documents shown in Exhibit A and Exhibit B are required to be submitted in your bid/offer package. ***It is the respondent's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the requirements before you return your bid/offer packet.***

“Exhibit A - Required Forms” and “Exhibit B – Other Requirements” are to be uploaded into the Bonfire electronic procurement portal system or included with your hard copy submittal.

EXHIBIT A – THE FOLLOWING FORMS ARE TO BE COMPLETED AND SUBMITTED WITH YOUR CSP RESPONSE:

- RESPONDENT CERTIFICATION FORM
- BIDDER/RESPONDENT’S AFFIRMATION & SDNs/BLOCKED PERSONS AFFIRMATION
- WORKERS COMPENSATION REQUIREMENTS
- CERTIFICATION REGARDING LOBBYING FORM
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS *(if applicable)* (If vendor has any exceptions to the CSP terms & conditions or special requirements, they must be included with the CSP submittal in order to be considered)
- NON COLLUSION AFFIDAVIT
- BID BOND
- CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ *(if applicable)*
- CONTRACTOR ACKNOWLEDGMENT OF STORMWATER MANAGEMENT PROGRAM
- TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM
- PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM *(Vendor to sign form if applicable to telecommunications)*
- AUTHORIZED NEGOTIATOR
- RESIDENT / NONRESIDENT BIDDER PROVISIONS
- VENDOR DATA SHEET & W-9 FORM

EXHIBIT B – THE FOLLOWING ADDITIONAL REQUIREMENTS ARE TO BE SUBMITTED WITH YOUR CSP RESPONSE:

- BID TABLE WITH PRICING
- VENDOR RESPONSE TO EVALUATION CRITERIA
- SIGNED ADDENDA (IF APPLICABLE)

Attachments to the CSP:

- Exhibit A – Required Forms
- Exhibit B – Vendor Response
- Attachment A – Bid Form
- Attachment B – Plan Set
- Attachment C – Teen Center Foundation-NFC

BRAZORIA COUNTY SPECIFICATIONS / SCOPE OF WORK

CSP #25-72 CONSTRUCTION OF A TEEN CENTER BUILDING

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 SCOPE

The scope of work can be found in Attachment B and Attachment C which are posted in Bonfire.

2.0 Attachment B Plan Set

2.1 As stated on page 1 of 4, the PEMB shall be a qualified manufacturer and member of MBMA. Acceptable manufacturers are listed; however, the list is including, but not limited to the manufacturers shown.

Vendors are asked to include the name of the manufacturer they are proposing in Attachment A Bid Form.

3.0 Soils Report

Once a soils report is available, it will be provided via an Addenda and posted in Bonfire.

BRAZORIA COUNTY

INSTRUCTIONS TO RESPONDENTS

CSP #25-72 CONSTRUCTION OF A TEEN CENTER BUILDING

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 THE CONTRACT:

The Contract consists of all documents included in this Competitive Sealed Proposal Number 25-72, as well as addenda issued prior to execution of the Contract and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may only be amended or modified under the terms of this Contract. Brazoria County may make partial or complete awards to one or more vendors (if applicable) whichever is in the best interest of the County

2.0 PROJECT DESCRIPTION

In accordance with Texas Government Code 2269, Brazoria County is seeking proposals for the construction of a 5,000 square foot pre-engineered metal building (PEMB) on a concrete foundation.

Estimated Budget: \$650,000.00

Estimated Completion Time: 180 Calendar Days

3.0 ESTIMATED PROJECT TIMELINE *(dates may be subject to change)*

Step One –

Publicly advertised (1st Notice)	Wednesday, July 9, 2025
Publicly advertised (2nd Notice)	Wednesday, July 16, 2025
Deadline for Questions (Clarifications) Submitted	Thursday, July 24, 2025

Response Open/Due date by 11:00 a.m. C.S.T.	Friday, July 31, 2025
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Step Two – Interviews *(if requested by the committee)*

Interviews with short-listed candidates

Negotiations *(if applicable to project)*

Enter into negotiations with highest ranked firm	TBD
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Award - Contract approval by Commissioner's Court	August
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4.0 PRE-OFFER MEETING

A pre-offer meeting will be held on Thursday, July 17, 2025 at a.m. at 9:00 a.m. located at the Brazoria County Fairgrounds, 901 S. Downing, Angleton, TX 77515. Attendance is not mandatory in order to submit an offer; however, it is highly recommended. Interested parties are encouraged to download all of the proposal documents prior to attending the meeting.

5.0 PROPOSAL REQUIREMENTS

The proposal includes instructions to respondents, specifications and contract documents. It is the responsibility of each Respondent before submitting a proposal to examine the contract documents thoroughly.

CSP SUBMISSIONS MAY BE PROVIDED IN ONE OF TWO WAYS, AS EXPLAINED BELOW:

If submitting an CSP Electronic Document Submission (using the Bonfire electronic platform)

Respondent shall fill out and upload the “Exhibit A Required Forms” and “Exhibit B Additional Requirements” into the Bonfire electronic platform. An authorized representative of the company **MUST** sign all required forms. See “Exhibit A Required Forms” for instructions on signing electronically.

If submitting an CSP Hard Copy Document Submission

One (1) original hard copy shall be submitted, which will consist of “Exhibit A Required Forms” and “Exhibit B Additional Requirements”.

The hard copy submission shall be sealed in an envelope or box for delivery to the Brazoria County Purchasing Director per instructions herein. All documents included in the response and the outside of the envelope and/or box must be labeled with the vendor name and the CSP number. A Return Label is also provided in this solicitation.

6.0 CONTRACT AWARD / EVALUATION PROCESS

Brazoria County Purchasing Department shall receive, publicly open, and read aloud the names of the offerors and any monetary proposals made by the offerors.

Brazoria County shall select the offeror that submits the proposal that offers the best value for the County based on:

- (1) the selection criteria in the request for proposal and the weighted value for those criteria in the request for proposal; and
- (2) its ranking evaluation.

Brazoria County shall first attempt to negotiate a contract with the selected offeror. The governmental entity and its architect or engineer may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If Brazoria County is unable to negotiate a satisfactory contract with the selected offeror, the County shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

An evaluation committee will examine all responses to this Proposal. Responses that do not conform to the instructions given or that do not address all the questions and services specified may be eliminated from consideration. Brazoria County, however, reserves the right to accept such a response if it is determined to be in the County’s best interest to do so.

Brazoria County may seek clarifications from respondents during the evaluation process. Respondents may NOT initiate discussions with Brazoria County during the evaluation process. Brazoria County expects to receive clarifications from respondent personnel authorized to enter into contractual obligations.

Brazoria County reserves the right to reject any and all proposals and is not obligated to award a contract pursuant to this Competitive Sealed Proposal.

6.1 Financial Statements

If your company is deemed the highest ranked, you will be requested to submit your current and prior 2 years of financial statements for review to ensure that your company has the financial capacity to perform and to continue to perform its obligations under the contract if your company is awarded the contract.

As part of the solicitation review, to deem your submission as responsive for the committee to evaluate, the County will require the submission of financial statements in order to minimize potential issues from contracting with a vendor that is financially unstable.

If your company enters into formal negotiations, failure to provide financial statements when requested will deem your submission as non-responsive and the County will discontinue negotiations.

7.0 EVALUATION CRITERIA

The criteria used to evaluate the proposals shall be:

Price -Is the price reasonable and befitting the work, specifications and items described for construction as shown in the plans?	50 points
Project Experience- (Complete Exhibit B Contractors Qualifications: “Section 1 – Contractor’s Experience and Qualifications and “Section 2– Projects”) <i>This criteria covers the following:</i> (i)Quality of Work: Demonstrated ability to perform services in accordance with contract specifications. Conformance to good standards of workmanship. (ii) Customer Satisfaction: Satisfaction of end users with the contractor's completed products and services. (iii) Timeliness of performance: compliance with delivery schedules; reliability; responsiveness to technical direction, no assessment of liquidated damages. (iv) Business relations: Effective management, ability to manage projects involving subcontracts, working relationship with the contracting officer and technical representatives, reasonable/cooperative behavior, flexibility, effective contractor recommended solutions, businesslike concern for government's interests. (v) Cost control: Ability to complete contracts within budget (at or below); reasonableness of price change proposals submitted; providing current, accurate, and complete billings.	20 points
Construction Duration & Sequencing – Is the construction duration and sequencing (schedule) submitted by the contractor reasonable and does it account for all known variables? Does it account for available and projected resources? (Include Project Schedule-Exhibit B Section 8)	10 points
Past Performance / Job Execution / References – Has the bidder demonstrated that they can deliver the job meeting or exceeding expectations and specifications while maintaining budget and schedule? Do they finish jobs thoroughly and on time? (Complete Exhibit B Contractors Qualifications: “Section 4 - Contractor Reference”	10 points
Other factors – Includes, but not limited to, personnel experience, sub-contractors, available resources etc. (Complete Exhibit B Contractors Qualifications: “Section 3 -Contractor Key Personnel”; “Section 5 Contractor’s Current Work Schedule/Record”; “Section 6 Contractor Litigation, Claims, Reputation & Compliance”; and “Section 7 Subcontractor List”)	10 points
Bonus Points if applicable: Interview-If your company is selected for an interview, your score may be adjusted up to a maximum of 15 points-total overall possible evaluation points = 115	15 points
• Response to Questions & Answers • Interview Preparedness & adherence to interview	0-10 0-5

Bonus Scoring (15 point scale)

7.1 Bonus Points-Interview (If requested by evaluation committee)

Your score may be adjusted up to a maximum of 15 points-total overall possible evaluation points=15

7.1.1 Response to Questions & Answers (0-10 points)

7.1.2 Interview preparedness & adherence to interview (0-5 points)

8.0 PROJECT MANAGER

Gerald Hendrick, Facilities Management

9.0 REQUEST FOR CLARIFICATIONS

Any prospective respondent desiring any explanation or interpretation of the proposal must make a written request which must be received by the Purchasing Department on or before Thursday, July 24, 2025. The request must be emailed to bidclarifications@brazoriacountytx.gov. Emails must include the project name and number in the subject field.

All responses to questions or clarification requests will be answered in the form of an addendum after the question deadline and no later than 5 business days prior to the opening/closing date of the solicitation.

10.0 AWARD LETTER / NOTICE TO PROCEED AND PRE-CONSTRUCTION MEETING

After the award has been made in Commissioners Court, an award letter will be sent to the vendor with information on how to submit any required documentation needed to finalize the award. Once all required bonds, insurance forms and other applicable forms have been submitted to the Purchasing Department, the Project Manager will contact the awarded Vendor and set up the pre-construction meeting in order to schedule the mobilization start date of the project.

11.0 DISCLOSURE OF CERTAIN RELATIONSHIP

Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code section 176.006.

A person commits an offense if the person knowingly violations Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: <http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM>
Texas Local Government Code Chapter 176 can be found here: <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>

Questionnaire Form CIQ is included in this bid/offer.

By submitting a response to this request, the vendor or person represents compliance with the requirements of Texas Local Government Code chapter 176. If required, completed forms should be sent with your proposal, as well as to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

12.0 CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission.

Form 1295 and definitions are included in this bid/offer for your information.

All responding vendors may access a video from the Texas Ethics Commission which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at <http://brazoriacountytx.gov/departments/purchasing/doing-business>.

13.0 BACKGROUND CHECKS AND NON-DISCLOSURE AGREEMENTS:

It is the policy of the County that contractor employees and subcontractors that will complete work in sensitive areas on Brazoria County property be subject to a criminal background check. The County reserves the right to determine a sensitive area and the appropriateness of a criminal background check for any contractor employee or subcontractor.

Non-Disclosure Agreements (NDA) may also be required by Brazoria County. NDAs will be provided to contractor employees and any subcontractors by the Purchasing Department and must be signed and returned in a time frame determined by Purchasing Department.

14.0 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB's)

Historically Underutilized Businesses (HUB's) are encouraged to participate in the bid/CSP processes. Although Brazoria County does not certify HUB vendors, Brazoria County recognizes the certifications of other governmental entities. If you are certified by a government entity, please upload the certificate with your response electronically in the Bonfire electronic platform or include a hard copy of your certificate in your submittal.

Per Code of Federal Regulations, Title 2, § 200.321, "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms", if awarded vendor is a prime contractor and subcontractors are to be let by prime contractor, the following affirmative steps are required of the prime contractor:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

15.0 SYSTEM FOR AWARD MANAGEMENT (SAM)

The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds.

Prior to award, Brazoria County will check www.sam.gov, the System for Award Management (SAM), to ensure that the proposed vendor has not been debarred. Vendor shall provide their Unique Entity ID number to Brazoria County in order to check www.sam.gov for debarment. If you do not have a Unique Entity ID number, you can request a number for free by visiting <https://sam.gov/content/entity-registration>. For additional information about the change from DUNS to Unique Entity ID visit <https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/iae-systems-information-kit/unique-entity-id-is-here>.

Brazoria County is unable to conduct business with vendors who have been debarred.

16.0 CONTRACT TERM

Award of Contract shall begin upon acceptance of Contract and shall continue until completion of the project as stated on the Offer Sheet contained herein.

Brazoria County retains the option to solicit new proposals at any time if in its best interest.

17.0 PREVAILING WAGE RATES

Chapter 2258 of the Texas Government Code requires state agencies, cities, counties, independent school districts, and all other political subdivisions that engage in public work projects using public funds to include prevailing wage rate in the project competitive sealed proposal documents and Contract.

Current prevailing wage rates are incorporated in the Contract documents.

18.0 CHANGE ORDERS

Due to budget constraints, change orders will be limited to those revisions that are due to unforeseen conditions and are approved by Brazoria County. Vendors are advised to fully understand the scope of work and to review the specifications and drawings in order to submit any requests for clarifications prior to the proposal opening.

In the event a change order is required and approved by Brazoria County, said changes shall be incorporated into this Contract in the form of a change order. All change orders shall be subject to the review and approval of Brazoria County Commissioner's Court, or the Court's designee, and shall be in accordance with the Local Government Code.

Any discrepancies which may be discovered between actual conditions and those represented by the specifications or drawings shall be reported at once to the Brazoria County Project Manager and work shall not proceed except at the Vendor's risk, until written instructions have been received by him from the Brazoria County Project Manager.

19.0 FINAL INSPECTION

When the work included in this Contract is substantially completed, the Vendor shall notify the Project Manager in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The Project Manager will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

Per Brazoria County, substantial completion is defined as a designated portion of a construction project that is sufficiently complete in accordance with the contract for the owner to occupy and / or utilize it for its intended use, without undue interference.

20.0 PAYMENTS TO VENDOR:

20.1 Retainage

The Vendor shall prepare his invoice or application for payment for partial payment(s) as of the last day of the month and submit the invoice or pay application to the Project Architect and /or Brazoria County Project Manager for his approval. The amount of the payment due the Vendor shall have five percent (5%) deducted to be retained until final payment.

20.2 Final Payment

After final inspection and acceptance by Brazoria County of all work under the Contract, the Vendor shall prepare his invoice or application for payment for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Contract. The total amount of the final payment due the Vendor under this Contract shall be the amount computed as described above less all previous payments.

21.0 INSURANCE REQUIREMENTS

Vendor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof for the duration of the project. Certificates shall indicate name of Vendor, name of insurance company, policy number, term of coverage and limits of coverage.

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Vendor.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Vendor shall require that any and all subcontractors that are not protected under the Vendor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Vendor and provide written proof of such insurance to Vendor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Vendor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

In the event that the insurance is renewed during the duration of the contract, Vendor shall furnish certificate of insurance to the County evidencing renewal of policy within 30 days of renewal. Vendor shall provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Bidder that the contract is being activated as written proof of such insurance and further provided that Bidder shall not commence work under this contract until it has obtained all insurance required herein and provided written proof as required herein.

WAIVER OF SUBROGATION:

All policies of insurance shall waive all rights of subrogation against Brazoria County, its officers, employees and agents.

ADDITIONALLY INSURED:

Further, on vendor's certificate of insurance supplied to Brazoria County, Brazoria County shall be listed as additionally insured with the exception of workers compensation insurance. The certificate holder shall be as follows:

Brazoria County
237 E. Locust Street, Suite 401
Angleton, TX 77515

BUILDER'S RISK

The Vendor shall carry in full force during the term of the Contract, and any extensions thereof, builder's risk insurance not less than the value of this Contract.

POLLUTION LIABILITY

The Vendor shall carry in full force during the term of the Contract, and any extensions thereof, pollution liability insurance not less than the value of this Contract.

22.0 INCLEMENT WEATHER:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a proposal submission deadline, the closing will automatically be postponed until the next business day the County is open and at the time shown on the Cover Sheet.

If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

23.0 LIQUIDATED DAMAGES, TERMINATION AND DELAYS

23.1 If the Vendor shall fail to fully complete the work within the time specified on the Bid Table (subject however to extensions of time duly granted in the manner and for the causes specified in the herein) the Vendor shall be charged by Brazoria County as liquidated and ascertained damages the sum of seven hundred and sixty (\$760.00) dollars for each working day that the work remains incomplete beyond the time herein fixed for the completion, it being hereby expressly and mutually agreed that from the nature of the case it would be impracticable and extremely difficult to fix the actual damage which would or will be suffered in the event that the Vendor should fail to fully complete the work within the time specified, and it being further agreed that said charge herein provided for is reasonable and proper in the premises. The amount so charged may be deducted by Brazoria County from any moneys which might otherwise be or become payable to the Vendor.

23.2 Excusable Delays.

The right of the Vendor to proceed shall not be terminated nor shall the Vendor be charged with liquidated or ascertained damages for any delays in the completion of the work due to:

- Controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency; or
- Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Vendor, including, but not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight

embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

Provided, however, the Vendor shall promptly notify Brazoria County Project Manager within ten (10) days in writing of the cause of any delay. Upon receipt of such notification, the Brazoria County Project Manager shall ascertain the facts and the cause and extent of delay.

If, upon the basis of the facts and the terms of this Contract, the delay is determined by the Brazoria County Project Manager to be excusable, Brazoria County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay. Any delay by the Vendor in not notifying the Brazoria County Project Manager shall not be excused.

24.0 BUILD AMERICA, BUY AMERICA ACT (BABAA)

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABAA) shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

25.0 ADDITIONAL REQUIREMENTS (FEDERAL)

25.1 Remedies

“If the bidder/vendor fails to comply with the terms and conditions of this Agreement, Brazoria County may take one or more of the following actions, as appropriate to the circumstance:

- (a) Temporarily withhold payments pending the bidder/vendor commencing in good-faith corrective action to cure the deficiency;
- (b) Permanently withhold payments; and/or
- (c) Take any and all other remedies that may be legally available.

25.2 Access to Records and Record Retention

“Retention of Records. The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the FEMA or applicable Federal Administrator, Brazoria County, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.”

Access to Records. The following access to records requirements apply to this contract:

- 1) The contractor agrees to provide Brazoria County, any State or Federal Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 1) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 2) The contractor agrees to provide any State or Federal Agency, Brazoria County, the Comptroller General of the United States, or any of their authorized representatives or their authorized representatives access to construction or other work sites pertaining to the work being completed under this contract.

25.3 Debarment and Suspension

“Suspension and Debarment

- (1) The contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a

requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by Brazoria County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Texas Department of Emergency Management and Brazoria County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

25.4 Procurement of Recovered Materials (Solid Waste Disposal Act) (2 CFR 200.323):

Application:

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www3.epa.gov/epawaste/conservation/tools/cpg/index.htm>

The list of EPA-designate items is available at

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

25.5 Domestic Preferences for Procurements (2 CFR 200.322)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

25.6 DHS Seal, Logo and Flags

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA or Federal Administrator preapproval."

25.7 Compliance with Federal Law, Regulations, and Executive Orders

"This is an acknowledgement that FEMA (or applicable Federal Administrator) financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA (or applicable Federal Administrator) , policies, procedures, and directives."

25.8 No Obligation by Federal Government

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

25.9 Program Fraud and False or Fraudulent Statements or Related Acts

"The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

25.10 Termination for Cause and Convenience

Termination with Cause:

"Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, Brazoria County may terminate this Agreement. Nevertheless, Brazoria County reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es)."

Termination Without Cause:

This contract may be terminated by either the County or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days' prior written notice.

25.11 Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to Brazoria County and understands and agrees that Brazoria County will, in turn, report each violation as required to assure notification to the applicable federal program Administrator, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the applicable federal program Administrator.

25.12 Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to Brazoria County and understands and agrees that Brazoria County will, in turn, report each violation as required to assure notification to Brazoria County and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the applicable federal program Administrator."

25.13 Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer of employee of Congress, or an

employee of a member of Congress in connection with obtaining and Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25.14 Energy Efficiency

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

25.15 Equal Opportunity:

Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60- 1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

b. Key Definitions.

1) Federally Assisted Construction Contract. The regulation at 41 C.F.R.

§ 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction

§ 60–1.4 Equal opportunity clause.

Government contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

25.16 Davis-Bacon Act and Copeland Anti-Kickback Act

(1) Minimum wages.

(i) All [laborers](#) and mechanics [employed](#) or working upon [the site of the work](#) (or under the [United States Housing Act of 1937](#) or under the [Housing Act of 1949](#) in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the [Secretary](#) of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of [wages](#) and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the [wage determination](#) of the [Secretary](#) of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such [laborers](#) and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the [Davis-Bacon Act](#) on behalf of [laborers](#) or mechanics are considered [wages](#) paid to such [laborers](#) or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(iv\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such [laborers](#) and mechanics shall be paid the appropriate wage rate and fringe benefits on the [wage determination](#) for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). [Laborers](#) or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the [employer's](#) payroll records accurately set forth the time spent in each classification in which work is performed. The [wage determination](#) (including any additional classification and wage rates conformed under [paragraph \(a\)\(1\)\(ii\)](#) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at [the site of the work](#) in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The [contracting officer](#) shall require that any class of [laborers](#) or mechanics, including helpers, which is not listed in the [wage determination](#) and which is to be [employed](#) under the [contract](#) shall be classified in conformance with the [wage determination](#). The [contracting officer](#) shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the [wage determination](#); and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the [wage determination](#).
- (B) If the contractor and the [laborers](#) and mechanics to be [employed](#) in the classification (if known), or their representatives, and the [contracting officer](#) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the [contracting officer](#) to the [Administrator](#) of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The [Administrator](#), or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the [contracting officer](#) or will notify the [contracting officer](#) within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the [laborers](#) or mechanics to be [employed](#) in the classification or their representatives, and the [contracting officer](#) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the [contracting officer](#) shall refer the questions, including the views of all interested parties and the recommendation of the [contracting officer](#), to the [Administrator](#) for determination. The [Administrator](#), or an authorized representative, will issue a determination within 30 days of receipt and so advise the [contracting officer](#) or will notify the [contracting officer](#) within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this [contract](#) from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the [contract](#) for a class of [laborers](#) or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as [stated](#) in the [wage determination](#) or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the [wages](#) of any [laborer](#) or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the [Secretary](#) of Labor has found, upon the written request of the contractor, that the applicable standards of the [Davis-Bacon Act](#) have been met. The [Secretary](#) of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding. The (write in name of [Federal Agency](#) or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this [contract](#) or any other Federal [contract](#) with the same prime contractor, or any other federally-assisted [contract](#) subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay [laborers](#) and mechanics, including [apprentices](#), trainees, and helpers, [employed](#) by the contractor or any subcontractor the full amount of [wages](#) required by the [contract](#). In the event of failure to pay any [laborer](#) or mechanic, including any [apprentice](#), [trainee](#), or helper, [employed](#) or working on [the site of the work](#) (or under the [United States Housing Act of 1937](#) or under the [Housing Act of 1949](#) in the construction or development of the project), all or part of the [wages](#) required by the [contract](#), the (Agency) may, after written notice to the contractor, [sponsor](#), applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all [laborers](#) and mechanics working at [the site of the work](#) (or under the [United States Housing Act of 1937](#), or under the [Housing Act of 1949](#), in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of [wages](#) paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the [Davis-Bacon Act](#)), daily and weekly number of hours worked, deductions made and actual [wages](#) paid. Whenever the [Secretary](#) of Labor has found under [29 CFR 5.5\(a\)\(1\)\(iv\)](#) that the [wages](#) of any [laborer](#) or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the [Davis-Bacon Act](#), the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the [laborers](#) or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing [apprentices](#) or [trainees](#) under approved programs shall maintain written evidence of the registration

of [apprenticeship programs](#) and certification of [trainee](#) programs, the registration of the [apprentices](#) and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any [contract](#) work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the [agency](#) is a party to the [contract](#), but if the [agency](#) is not such a party, the contractor will submit the payrolls to the applicant, [sponsor](#), or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under [29 CFR 5.5\(a\)\(3\)\(i\)](#), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each [employee](#) (e.g., the last four digits of the [employee's](#) social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the [agency](#) is a party to the [contract](#), but if the [agency](#) is not such a party, the contractor will submit them to the applicant, [sponsor](#), or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the [sponsoring](#) government [agency](#) (or the applicant, [sponsor](#), or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons [employed](#) under the [contract](#) and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, [29 CFR part 5](#), the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, [29 CFR part 5](#), and that such information is correct and complete;

(2) That each [laborer](#) or mechanic (including each helper, [apprentice](#), and trainee) [employed](#) on the [contract](#) during the payroll period has been paid the full weekly [wages](#) earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full [wages](#) earned, other than permissible deductions as set forth in Regulations, [29 CFR part 3](#);

(3) That each [laborer](#) or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable [wage determination](#) incorporated into the [contract](#).

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by [paragraph \(a\)\(3\)\(ii\)\(B\)](#) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and [section 231](#) of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under [paragraph \(a\)\(3\)\(i\)](#) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview [employees](#) during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the [Federal agency](#) may, after written notice to the contractor, [sponsor](#), applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to [29 CFR 5.12](#).

(4) Apprentices and trainees -

(i) Apprentices. [Apprentices](#) will be permitted to work at less than the predetermined rate for the work they performed when they are [employed](#) pursuant to and individually registered in a bona fide [apprenticeship program](#) registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, [Employer](#) and Labor Services, or with a [State Apprenticeship Agency](#) recognized by the Office, or if a person is [employed](#) in his or her first 90 days of probationary employment as an [apprentice](#) in such an [apprenticeship program](#), who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, [Employer](#) and Labor Services or a [State Apprenticeship Agency](#) (where appropriate) to be eligible for probationary employment as an [apprentice](#). The allowable ratio of [apprentices](#) to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an [apprentice](#) wage rate,

who is not registered or otherwise [employed](#) as [stated](#) above, shall be paid not less than the applicable wage rate on the [wage determination](#) for the classification of work actually performed. In addition, any [apprentice](#) performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the [wage determination](#) for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every [apprentice](#) must be paid at not less than the rate specified in the registered program for the [apprentice's](#) level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable [wage determination](#). [Apprentices](#) shall be paid fringe benefits in accordance with the provisions of the [apprenticeship program](#). If the [apprenticeship program](#) does not specify fringe benefits, [apprentices](#) must be paid the full amount of fringe benefits listed on the [wage determination](#) for the applicable classification. If the [Administrator](#) determines that a different practice prevails for the applicable [apprentice](#) classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, [Employer](#) and Labor Services, or a [State Apprenticeship Agency](#) recognized by the Office, withdraws approval of an [apprenticeship program](#), the contractor will no longer be permitted to utilize [apprentices](#) at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in [29 CFR 5.16](#), [trainees](#) will not be permitted to work at less than the predetermined rate for the work performed unless they are [employed](#) pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of [trainees](#) to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every [trainee](#) must be paid at not less than the rate specified in the approved program for the [trainee's](#) level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable [wage determination](#). [Trainees](#) shall be paid fringe benefits in accordance with the provisions of the [trainee](#) program. If the [trainee](#) program does not mention fringe benefits, [trainees](#) shall be paid the full amount of fringe benefits listed on the [wage determination](#) unless the [Administrator](#) of the Wage and Hour Division determines that there is an [apprenticeship program](#) associated with the corresponding journeyman wage rate on the [wage determination](#) which provides for less than full fringe benefits for [apprentices](#). Any [employee](#) listed on the payroll at a [trainee](#) rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the [wage determination](#) for the classification of work actually performed. In addition, any [trainee](#) performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the [wage determination](#) for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize [trainees](#) at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of [apprentices](#), [trainees](#) and journeymen under this part shall be in conformity with the equal employment opportunity requirements of [Executive Order 11246](#), as amended, and [29 CFR part 30](#).

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this [contract](#).

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in [29 CFR 5.5\(a\)\(1\)](#) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the [contract](#) clauses in [29 CFR 5.5](#).

(7) Contract termination: debarment. A breach of the [contract](#) clauses in [29 CFR 5.5](#) may be grounds for termination of the [contract](#), and for debarment as a contractor and a subcontractor as provided in [29 CFR 5.12](#).

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR parts 1, 3, and 5](#) are herein incorporated by reference in this [contract](#).

(9) Disputes concerning labor standards. Disputes arising out of the [labor standards](#) provisions of this [contract](#) shall not be subject to the general disputes clause of this [contract](#). Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 CFR parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting [agency](#), the U.S. Department of Labor, or the [employees](#) or their representatives.

(10) Certification of eligibility.

(i) By entering into this [contract](#), the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the [Davis-Bacon Act](#) or [29 CFR 5.12\(a\)\(1\)](#).

(ii) No part of this [contract](#) shall be subcontracted to any person or firm ineligible for award of a Government [contract](#) by virtue of section 3(a) of the [Davis-Bacon Act](#) or [29 CFR 5.12\(a\)\(1\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. [Criminal Code](#), [18 U.S.C. 1001](#).

25.17 “Compliance with the Copeland “Anti-Kickback” Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as any State and or Federal Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

25.18 Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(1) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The State, Federal agency, loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

25.19 Rights to Inventions Made Under a Contract or Agreement

Application:

a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

b. State or Federal award meets the definition of “funding agreement” under 37 C.F.R.

§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions

Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by 7 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

BRAZORIA COUNTY BID TABLE SUBMITTAL INSTRUCTIONS

CSP #25-72 CONSTRUCTION OF A TEEN CENTER BUILDING

Please follow the instructions found in Item 1.0 if you are submitting your bid electronically using Bonfire electronic bidding platform

1.0 ONLINE OFFER SUBMISSION (*PREFERRED METHOD OF SUBMISSION*)

RESPONDENT'S ARE TO DOWNLOAD AND FILL OUT THE ONLINE BID TABLE FROM BONFIRE AND THEN UPLOAD THE COMPLETED TABLE INTO BONFIRE TO BE INCLUDED WITH THEIR ONLINE PROPOSAL SUBMISSION.

Please follow the instructions found in Item 2.0 if you are submitting a sealed hard copy proposal.

2.0 HARD COPY PROPOSAL SUBMISSION

RESPONDENT'S ARE TO INCLUDE WITH THEIR SEALED HARD COPY PROPOSAL, A PRINTED COPY OF ATTACHMENT A BID TABLE.

GENERAL: Brazoria County reserves the right to accept or reject any or all bids and waive all technicalities.
All delivered items should be priced – FOB Destination Full Freight Allowed. Brazoria County will not pay for any additional transportation and/or shipping charges.

BRAZORIA COUNTY STATEMENT OF NO OFFER

CSP #25-72 CONSTRUCTION OF A TEEN CENTER BUILDING

If Respondent is not submitting on the goods and/or services as stated in this CSP, please download and complete this form.

Mail the form to:

Brazoria County Courthouse, Purchasing Department, 237 E. Locust, Suite 406, Angleton, Texas 77515.

Or email to: aerickson@brazoriacountytx.gov

NAME OF FIRM: _____

ADDRESS: _____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

The above has declined to submit a response for the following reason(s) [please check all that apply]:

- ☐ Specifications too "restrictive", i.e., goods offered by our company do not meet stated specifications.
- ☐ Specifications unclear (please explain below).
- ☐ We do not offer this commodity and/or service or an equivalent.
- ☐ Insufficient time to respond to the CSP.
- ☐ Our schedule would not permit us to perform.
- ☐ Cannot meet insurance requirements.

Remarks: _____

BRAZORIA COUNTY

STANDARD TERMS AND CONDITIONS

1. **FUNDING:** Funds for payment have been provided through the Brazoria County budget approved by the Commissioners Court for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Brazoria County fiscal year shall be subject to budget approval.
2. **DELIVERY:** Items ordered from this offer may require delivery to various locations throughout Brazoria County, as specified in this offer or at time of order. All delivery and freight charges (F.O.B. Brazoria County designated location) are to be included in the offer price except as noted herein.
3. **AWARD OF CONTRACT:** Brazoria County reserves the right to reject any or all offers, and to select any part or parts thereof without accepting the entire offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Brazoria County may purchase through the source that provides the best value to the County. The successful Respondent will be notified of award as promptly as a thorough analysis of offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply payment and performance bonds and certificate of insurance as may be required herein.
 - 3.1 Brazoria County hereby notifies Respondents that pursuant to Texas Local Government Code §262.0276 (effective September 1, 2003) Brazoria County is prohibited from entering into a contract or other transaction which requires approval by the Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited corporation or other entity which is indebted to the County. Further, that this Contract may be terminated and payment withheld if awarded Respondent becomes indebted to the County during the term of the Contract.
4. **EQUAL EMPLOYMENT:** All contracts will be awarded by Brazoria County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.
5. **CONTRACT:** The Contract consists of the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, all well as all other documents included in the Competitive Sealed Proposal Number 25-72 as stated in the Competitive Sealed Proposal Package Checklist, and any drawings and other specifications, as well as addenda issued prior to execution of the Contract, other documents listed in the Contract, and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. No invoices will be paid prior to acceptance of Contract by Brazoria County. No different or additional terms will become a part of this Contract, except as agreed upon by all parties hereto.
6. **INTERLOCAL PARTICIPATION:** It is hereby made a precondition of any offer for a Contract for supplies or services and a part of these specifications, that the submission of any offer in response to this request constitutes a offer made under the same conditions, for the same price, and for the same effective period as this offer, to any other governmental entity having an interlocal agreement with Brazoria County.
 - 6.1 It is further understood, that any other governmental entity that elects to use a Brazoria County semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.
7. **DEFAULT OF RESPONDENT:** If successful respondent defaults by failing to supply payment and performance bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next respondent who provides the best value to Brazoria County upon the approval of Commissioners' Court.
 - 7.1 Respondent, in submitting this offer, agrees that Brazoria County shall not be liable for damages in the event that the County declares the respondent in default.
8. **ADDENDA:** Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazoria County Purchasing Director. Addenda will be mailed to all that are known to have received a copy of the offer package and/or Contract. Respondents shall acknowledge receipt of all addenda.
9. **SALES TAX:** Brazoria County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.
10. **ETHICAL CONDUCT:** The respondent shall not offer or accept gifts or anything of value, nor enter into any business arrangement with any employee, official, or Director of Brazoria County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

- 10.1** The Respondent affirms that the only person or parties interested in this offer as principals are those named herein, and that this offer is made without collusion with any other person, firm, or corporation.

11. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- 1) Have adequate financial resources, or the ability to obtain such resources as required;
- 2) Be able to comply with the required or proposed delivery schedule;
- 3) Have a satisfactory record of performance;
- 4) Have a satisfactory record of integrity and ethics;
- 5) Be otherwise qualified and eligible to receive an award.

- 11.1** Brazoria County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

12. REFERENCES: During an analysis of all offers, Brazoria County may request Respondent to supply a list of three (3) references to which like services or materials have been supplied by Respondent. If requested, references should include name of firm, address, telephone number and name of representative.

13. INSURANCE: Prior to acceptance of contract by Brazoria County, the successful Respondent must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated.

14. SILENCE OF SPECIFICATIONS: The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

15. INDEMNIFICATION: The successful Respondent (herein after referred to as Contractor), shall defend, indemnify, and save harmless Brazoria County and all its officers, Directors, officials, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Worker's Compensation Act, or any other law, ordinance, order, or decree; or of any Director, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.

- 15.1** Further, Contractor indemnifies and will indemnify and save harmless Brazoria County from liability, claim or demand on their part, their Directors, servants, customers, employees, subcontractors, or any employees or agents of subcontractors, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against Brazoria County growing out of such injury or damages.

- 15.2** Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

16. THIRD PARTY BENEFICIARY CLAUSE: It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

17. PURCHASE ORDERS REQUIRED: All orders for materials or work must be authenticated by a purchase order issued by the Brazoria County Purchasing Department. Invoices not bearing a purchase order number will not be paid.

18. TESTING: All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the County Purchasing Director, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Brazoria County. The County reserves the right to immediately terminate any Contract found not to be in compliance with governing specifications as a result of testing by the County.

19. WAGES: Contractor shall pay or cause to be paid, without cost or expense to Brazoria County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.

20. TERMINATION OF CONTRACT:

Termination with Cause:

“Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, Brazoria County may terminate this Agreement. Nevertheless, Brazoria County reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

Termination Without Cause:

This contract may be terminated by either the County or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days' prior written notice.

21. DELIVERY OF NOTICES: Any notice provided by this Contract (or required by law) to be given to the Contractor by Brazoria County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Angleton, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

22. DELIVERY TICKETS: Delivery tickets shall accompany each order shipped, and shall show Contractor's name and address, delivery location, Brazoria County purchase order number and descriptive information as to item and quantity delivered.

23. HAZARDOUS SUBSTANCES: State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.

24. PAYMENT: Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items(s) ordered, and receipt of a valid invoice in accordance with Texas Government Code chapter 2251. Contractor is required to pay subcontractors within ten (10) days.

25. CONTRACTOR'S LIABILITY: The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, including the Contractor's agents, employees, subcontractors, and any employees or agents of subcontractors, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

25.1 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, including the Contractor's agents, employees, subcontractors, and any employees or agents of subcontractors, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

26. DEFECTIVE MATERIALS: Unless otherwise stated herein, items supplied under this Contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

- 27. WARRANTY:** Contractor shall warrant that all items and services shall conform to the proposed specifications, all warranties as stated in the Uniform Commercial Code, and be free from all defects in material, workmanship and title. Contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

Further, Contractor shall provide additional warranty requirements as defined in the Scope of Work attached. Respondents must provide all warranty terms and conditions in response package.

- 28. ASSIGNMENT:** Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Brazoria County.
- 29. GOVERNING LAW:** Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazoria 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. All disputes arising out of this agreement will be resolved in Brazoria County, Texas.

All documents are subject to the Public Information Act requirements.

- 30. DRAWINGS:** All drawings, plans, and specifications are hereby attached and made a part of this Contract.
- 31. RIGHT TO AUDIT:** At any time during the term of this Contract and for a period of four (4) years thereafter, the State of Texas, Brazoria County, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful respondent's expense within two (2) weeks of written request.
- 32. BID BOND:** If required by the County, all respondents must submit with bid, a Bid Bond for at least five percent (5%) of the total bid price, if the bid exceeds \$100,000 in Contract price or if the Contract includes construction of public work. Such Bid Bond issued by a surety, acceptable to Brazoria County, authorized to do business in the State of Texas, is a guaranty that the respondent will enter into a contract with Brazoria County (as outlined in the Instructions/Specifications/Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required.
- 33. PERFORMANCE AND PAYMENT BONDS:** In the event the total accepted proposal price exceeds \$25,000 the successful respondent must provide to the office of the County Purchasing Director, a payment bond, and if the price exceeds \$100,000 the successful respondent must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award.
- Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the respondent. In the event Brazoria County rejects the proposed surety company, the respondent will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County.
- 34. APPLICABLE LAW:** All applicable laws and regulations of the State of Texas and ordinances and regulations of Brazoria County shall apply.
- 35. COMPLIANCE WITH APPLICABLE LAWS:** Respondent shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by respondent hereunder or which in any manner affect this Contract.
- 36. FORCE MAJEURE:** Neither the County nor the successful respondent shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

37. SEVERABILITY: If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.

38. QUANTITIES: Brazoria County requests purchase prices for the items identified in this offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of offer preparation. These quantities shall not be construed as the total number of purchases for the Contract.

This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.

38.1 Brazoria County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum. Additional items shall be priced in accordance with this contract with appropriate discounts being applied.

39. PURCHASE FROM OTHER SOURCES: Brazoria County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or thorough separate procurement actions due to the unique or special needs of Brazoria County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the respondent and such action shall not invalidate in whole or in part this Contract or any rights or remedies Brazoria County may have hereunder.

40. AGREEMENT TO NOT BOYCOTT ISRAEL: By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not boycott Israel and will not boycott Israel, as defined by Chapter 808 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].

41. SUBCHAPTER J: Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

42. PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION (2 CFR 200.216): By agreeing to this purchase order (or if no formal agreement, by providing goods/services) the vendor represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system. Additionally, the vendor represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.

43. AGREEMENT TO NOT BOYCOTT ENERGY COMPANIES: By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not boycott energy companies and will not boycott energy companies, as defined by Chapter 809 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].

44. AGREEMENT TO NOT DISCRIMINATE AGAINST A FIREARM ENTITY OR TRADE ASSOCIATION: By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not discriminate against a firearm entity or trade association and will not discriminate against a firearm entity or trade association, as defined by Chapter 2274 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].

45. DEBRIEF, PROTEST AND APPEAL PROCUDURES: Please see page 20 of 48, section D. of the Brazoria County Policy and Procedure Manual which can be found on the Brazoria County Purchasing Department's "Doing Business" webpage, <https://www.brazoriacountytx.gov/departments/purchasing/doing-business>.

46. DISCLOSURE OF INTERESTED PARTIES FORM 1295: A person or business, who enters into a contract with the County, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. A contract entered into by a governmental entity is voidable for failure to provide the disclosure of interested parties if the entity submits written notice to the business entity of the failure to submit the form and the business entity has not provided the form on, or before, the 10th business day after the business entity receives written notice to submit the Form 1295. **This form is not required unless there is a contract between the vendor and the Brazoria County. Do not submit this form unless you receive an award letter from the County.**

BRAZORIA COUNTY SPECIAL REQUIREMENTS

RESPONDENT INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede other requirements where applicable.

General

The requirements set forth below are intended to outline the basic operating parameters and procedures required to provide goods and/or services to Brazoria County as described herein. It is not the intention to describe every item required. In the performance of this Contract, the successful respondent represents it is familiar with the condition under which Brazoria County operates and represents that it has the resources, knowledge and skills to properly support the County's needs consistent with these special conditions and the Contract documents.

The County reserves the right to modify this Contract and Scope of Work as necessary to develop and maintain specifications / statement of work that meets the County's needs. Such modifications shall be mutually agreed upon and shall be incorporated into this Contract as an addendum. Brazoria County shall not be responsible for any additional charge that is not stated in this Contract or mutually agreed to prior to such work or service is performed and/or invoiced.

The Specifications/Statement of Work provided in this package is to be used as a guide in developing an offer to this CSP. The information contained herein is not intended to be restrictive and the County will consider alternate offers submitted by respondent. Alternate offers shall be clearly marked with the proposed alternates and or exceptions to the Specifications/Statement of Work and shall include all pricing/cost advantages if applicable. Respondents are expected to include any additional requirements that may have been inadvertently left out of the attached Specifications/Statement of Work.

All offers inclusive of pricing shall remain firm for acceptance for a period of ninety (90) days from opening date unless otherwise specified by Brazoria County.

Prices offered shall reflect the full Specifications/Statement of Work as defined per the CSP documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Respondent must include all incidental costs in his pricing. Brazoria County will not provide or allow for parking or travel reimbursements for the respondent's employees. Respondent's offices, administration and/or place of business will not be on Brazoria County premises and will be the respondent's responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to Brazoria County, resulting from this Competitive Sealed Proposal, shall be and remain employees of the Contractor, not Brazoria County. It is understood and agreed that the respondent is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the respondent's employees and or equipment during the course of the Contract.

Respondents may be requested to provide presentations, such presentations may develop into negotiating sessions with the successful respondent as selected by the evaluation committee. If Brazoria County and respondent are unable to agree to Contract terms, Brazoria County reserves the right to terminate Contract negotiations with that respondent and enter into negotiations with another respondent.

No award or acquisition can be made until Commissioners Court approves such action.

Brazoria County will not be obligated to the respondent for goods and/or services until completion of a signed Contract as approved by Commissioners Court.

Submission of an offer implies the respondent's acceptance of the evaluation criteria and respondent recognition that subjective judgments must be made by the evaluating committee.

This Competitive Sealed Proposal in no manner obligates Brazoria County or any of its agencies to the eventual purchase of any goods and/or services described, implied or which may be proposed, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of Brazoria County and may be terminated at any time prior to the signing of a Contract.

Brazoria County will not be liable for any costs incurred by the respondent in preparing a response to this CSP. Brazoria County makes no guarantee that any goods and/or services will be purchased as a result of this Competitive Sealed Proposal, and reserves the right to reject any and all offers. All offers and their accompanying documentation will become the property of Brazoria County. All offers shall be open to negotiation.

All documents will be held by the County and are NOT subject to public view until an award is made. When an award is made, offers are subject to review under the "Public Information Act". To the extent permitted by law, respondents may request in writing non-disclosure of confidential data. Such data shall accompany the offer, be readily separable from the offer and shall be CLEARLY MARKED "CONFIDENTIAL".

All correspondence relating to this CSP, from advertisement to award shall be sent to the Brazoria County Purchasing Department. All presentations and/or meetings between Brazoria County and the respondent relating to this CSP shall be coordinated by the Brazoria County Purchasing Department. Deviations from this requirement may cause the cancellation of this CSP process and/or disqualification of respondent's proposal.

All information provided to respondent for the purpose of submitting a proposal in response to this CSP is confidential, and is and will remain, the property of Brazoria County and will not be used by respondent for any other purposes.

The respondent is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at respondent's risk.

CSP Hard Copy Document Completion

The use of liquid paper is **NOT** acceptable and may result in the disqualification of CSP. If an error is made, bidder **MUST** draw a line through the error and initial each change.

Exceptions

Respondent Terms & Conditions are subject to the review and approval of Brazoria County. In the event of conflicting Terms & Conditions, the terms and conditions contained in the solicitation package shall prevail.

Respondent must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

Public Information Act

All responses to this solicitation are in their entirety, subject to the Public Information Act. Brazoria County will respond to open records requests in accordance to law by providing all requested response information unless respondent (respondent) has specifically identified, in the response package, any section or part respondent deems confidential and/or proprietary. Respondent must note and identify such information on the page where such information appears in the same manner as other exceptions.

Late Offer - Electronic Submissions

Once the project closes in Bonfire, Respondents are not able to upload a finalized submission electronically.

Late Offer – Hard Copy Submissions

Hard Copy proposals received in the office of the County Purchasing Director after submission deadline will be considered void and unacceptable. Brazoria County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the office of the County Purchasing Director shall be the official time of receipt.

Altering Submissions - Electronic

If an error is made after your proposal submission is finalized, click [HERE](#) for instructions. Bonfire allows for offerer's to make alterations or amendments and re-submit their submissions before the project closes.

Altering Submissions – Hard Copy

Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid/offer, guaranteeing authenticity.

Substitutions to Offer

Brazoria County reserves the right to accept any and all or none of the substitutions deemed to be in the best interest of the County.

Withdrawal of Offer

An offer may not be withdrawn or canceled by the respondent without the permission of Brazoria County for a period of ninety (90) days following the date designated for the receipt of bids/offers, and respondent so agrees upon submittal of their bid/offer.

Descriptions

Any reference to model and/or make/manufacture used in bid/offer specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids/Offer on items of like quality will be considered. Offer must provide hardware specifications where hardware is offered.

Terms of Payment

Terms of payment shall be net thirty (30) days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be offered. Invoices for installed equipment and software will not be paid prior to complete acceptance by Brazoria County unless otherwise specified. If installation of equipment and software is delayed, the County reserves the right (without extra expense or penalty) to delay a portion of the payment until equipment is installed and functioning properly.

Pricing / Delivery

All items should be priced – FOB Destination Full Freight Allowed, inside delivery. Brazoria County will not pay for any additional transportation and/or shipping charges.

No charges may be billed to the County unless such costs were explicitly included in the proposal. Respondent will incur any costs not explicitly included in the proposal and/or mutually agreed to in writing by the Brazoria County Purchasing Department.

Reduction in Price: If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Brazoria County.

Price Increase: Requests for price adjustments must be solely for the purpose of accommodating an increase in the vendor's cost. A request for a pricing increase will be reviewed by Purchasing Department using the Producer Price Index (PPI) and/or Consumer Price Index (CPI) and any other research available to determine market conditions favorable to the increase. If market conditions dictate an increase to an awarded vendor's cost, the awarded vendor may submit a request to increase pricing no later than thirty (30) days after receiving notice of the County's intent to renew the contract. Requests will only be considered at the time of renewal with written approval from the County. Additionally, the vendor must de-escalate pricing on a previously escalated item, if the decrease is appropriate, due to market conditions.

The request must be in writing and substantiated with supporting documentation (i.e., increase in manufacturers direct cost, etc.). The request shall be addressed to the County Purchasing Director, 237 E. Locust, Suite 406, Angleton, Texas 77515. The request may also be emailed to the Contract Specialist listed in the solicitation. The awarded vendor's past history of honoring contracts at the bid/offer price will be an important consideration in the determination of requested price increase. Brazoria County reserves the right to accept or reject any/all of the requests for price adjustments as it deems to be in the best interest of the County. If rejected, either party may terminate the contract in accordance with the termination provisions of the contract.

Personnel

Successful respondent agrees at all times to maintain an adequate staff of experienced and qualified full time employees to ensure efficient performance under this Agreement. No part-time, subcontract, or third party personnel may perform services hereunder without the prior written consent of the Brazoria County Purchasing Department.

Successful respondent agrees that at all times its employees will perform required services in a professional and workmanlike manner in accordance with good industry practices.

Brazoria County may, at any time, request the removal and replacement of any of successful respondent's employees and the successful respondent will duly consider such request.

Legal Documents

Respondent must submit with its proposal any agreements for services, etc. which may be required by their organization to enter into a Contract with Brazoria County. These agreements must be completed, executed by respondent's authorized representative and submitted with the returned proposal, and are subject to review and amendment by the Brazoria County Attorney's Office, and to approval by Commissioners Court. In the event of conflicting terms, the Brazoria County Terms and Conditions, Statement of Work, and attachments shall prevail.

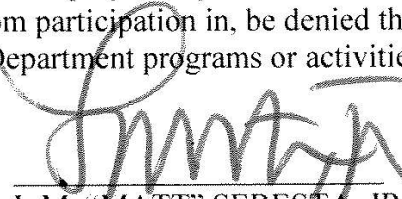
Contract Obligations

This offer, submitted documents and any negotiations, when properly accepted by Brazoria County, shall constitute a Contract equally binding between the successful respondent and Brazoria County. The selected respondent will be considered as the prime Contractor and shall assume responsibility for the goods and/or services. Failure to meet obligations may result in the cancellation of any Contracts.

The respondent's response may be incorporated into any Contract which results from this CSP, therefore, respondents are cautioned not to make claims or statements which they are not prepared to commit to contractually. Failure by the respondent to meet such claims will result in a requirement that the respondent provide resources necessary to meet submitted claims and/or breach of Contract.

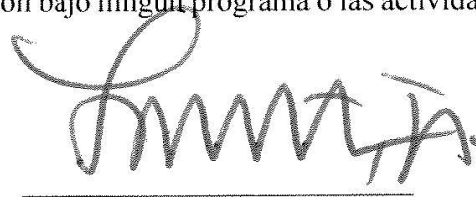
**Title VI and Related Statues
Nondiscrimination Statement**

Brazoria County, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.S. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.


L.M. "MATT" SEBESTA, JR.
COUNTY JUDGE

**Titulo VI y Estatutos Relacionados
Declaration de No Discriminacion**

Brazoria County, como beneficiario de la asistencia financiera federal y según el Título VI de la Ley de Derechos Civiles de 1964 y los estatutos relacionados, asegura que ninguna persona será excluida por motivos de raza, religión (donde el objetivo principal de la ayuda financiera es proporcionar empleo por 42 USS § 2000d-3), color, origen nacional, sexo, edad o discapacidad de participacion en, o negado los beneficios de, ni será sujeto a discriminación bajo ningún programa o las actividades del Departamento.


L.M. "MATT" SEBESTA, JR.
COUNTY JUDGE

PREVAILING WAGE RATES

"General Decision Number: TX20250233 05/16/2025

Superseded General Decision Number: TX20240233

State: Texas

Construction Type: Building

County: Brazoria County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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 (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 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 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>.

Modification Number	Publication Date
0	01/03/2025
1	03/07/2025
2	03/14/2025
3	05/16/2025

* ASBE0022-009 07/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).....	\$ 30.20	12.38

BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 33.17	24.92

CARP0551-009 04/01/2021

	Rates	Fringes
CARPENTER (Excludes Drywall Hanging, Form Work, and Metal Stud Installation).....	\$ 25.86	9.08

* ELEC0716-005 08/26/2024

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms).....	\$ 36.50	10.51

ELEV0031-003 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 53.59	38.435+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all
hours worked. 8% over 5 years based on regular hourly rate
for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day;
Labor Day; Thanksgiving Day; Friday after Thanksgiving Day;
Christmas Day; and Veterans Day.

ENGI0450-002 04/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes.....	\$ 39.47	10.39

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 28.26	8.13

IRON0135-002 09/01/2022

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 34.35	14.44

PLUM0068-002 10/01/2024

	Rates	Fringes
PLUMBER.....	\$ 39.98	11.61

PLUM0211-010 10/01/2024

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 41.14	11.86

SHEE0054-003 04/01/2020

	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation).....	\$ 29.70	13.85

* SUTX2014-008 07/21/2014

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 16.41 **	3.98
BRICKLAYER.....	\$ 19.86	0.00
CAULKER.....	\$ 15.36 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.33 **	0.00
DRYWALL FINISHER/TAPER.....	\$ 16.30 **	3.71
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 17.45 **	3.96
ELECTRICIAN (Alarm Installation Only).....	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 18.00	1.68
FLOOR LAYER: Carpet.....	\$ 20.00	0.00
FORM WORKER.....	\$ 12.57 **	0.00
GLAZIER.....	\$ 19.12	4.41
INSULATOR - BATT.....	\$ 14.87 **	0.73

IRONWORKER, REINFORCING.....	\$ 12.10 **	0.00
LABORER: Common or General.....	\$ 10.55 **	0.00
LABORER: Mason Tender - Brick...	\$ 13.37 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.86 **	0.00
LABORER: Pipelayer.....	\$ 12.94 **	0.00
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
LABORER: Landscape and Irrigation.....	\$ 9.49 **	0.00
LATHER.....	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.56 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 20.77	0.00
OPERATOR: Drill.....	\$ 16.22 **	0.34
OPERATOR: Forklift.....	\$ 15.64 **	0.00
OPERATOR: Grader/Blade.....	\$ 13.37 **	0.00
OPERATOR: Loader.....	\$ 13.55 **	0.94
OPERATOR: Mechanic.....	\$ 17.52 **	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00
OPERATOR: Roller.....	\$ 16.00 **	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 16.77 **	4.51
ROOFER.....	\$ 15.40 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 20.05	4.19
SHEET METAL WORKER (HVAC Unit Installation Only).....	\$ 19.67	2.24
SPRINKLER FITTER (Fire Sprinklers).....	\$ 22.17	9.70
TILE FINISHER.....	\$ 12.00 **	0.00
TILE SETTER.....	\$ 16.17 **	0.00
TRUCK DRIVER: 1/Single Axle		

Truck.....	\$ 14.95 **	5.23
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11
WATERPROOFER.....	\$ 14.39 **	0.00

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.

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 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

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.

=====
END OF GENERAL DECISION"

BRAZORIA COUNTY INSURANCE REQUIREMENTS

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by Brazoria County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

A. FOR CONSTRUCTION WORK CONTRACTS, THE FOLLOWING COVERAGES ARE REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.
2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER OCCURRENCE
a. Premises and product liability	\$3,000,000
a. Aggregate policy limits	\$3,000,000

3. Comprehensive automobile and truck liability insurance (covering owned, hired and non-owned vehicles):

COVERAGE	PER OCCURRENCE
a. Bodily injury (including death)	\$3,000,000
b. Property damage	\$3,000,000

Insurance certificates and policy endorsements shall include agreements to hold Commissioners Court of Brazoria County and Brazoria County, Texas harmless; i.e., shall include coverage for “Hold Harmless Agreement”.

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Director of Brazoria County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of Brazoria County thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas.

Neither approval by Brazoria County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

No additional payment shall be made for any insurance that the successful bidder may be required to carry.

Certificate Holder information shall be as follows:

Brazoria County
237 E. Locust Street, Suite 401
Angleton, TX 77515

BRAZORIA COUNTY BID BOND INFORMATION AND REQUIREMENTS

The following requirements supersede other requirements where applicable.

BID BOND: All respondents must submit with bid/proposal, a bid bond for at least five percent (5%) of the total bid/proposal price for this construction of a public work project. A Bid Bond shall be issued by a surety acceptable to Brazoria County, authorized to do business in the State of Texas, as a guaranty that the respondent will enter into a contract with Brazoria County (as outlined in the Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required.

If submitting to this Bid/Offer electronically, an original (paper, not electronic) bid bond is required to be mailed to the Purchasing Department within three (3) business days *of receipt of the Intent to Award letter* and a copy of the original bid bond shall be submitted with the electronic Bid/Offer response. Please use the label found on the last page of the CSP procurement package, as well as the hard copy mailing address found in the same procurement package. If submitting to this Bid/Offer through hard copy format (not electronically), the original bid bond must be included in the Bid/Offer response.

A guaranty shall be submitted with each bid that the bidder will enter into a contract with Brazoria County for the goods and/or services as outlined in the Specifications, Scope of Work and contract attachments and that respondent will furnish the requisite performance and payment bonds as may be required within ten (10) days after award of the contract and receipt of contract and performance bond forms.

Performance bond and payment bond shall be in a sum equal to the amount of money to be paid by the County under the contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the State of Texas.

Written verification of the validity of the bond shall be received by the Purchasing Department from the Contractor's Surety before any payments will be made.

BRAZORIA COUNTY PERFORMANCE BOND INFORMATION AND REQUIREMENTS

The following requirements supersede other requirements where applicable.

PERFORMANCE BOND: As designated below, the successful respondent must provide a performance bond, in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bond shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the respondent. In the event Brazoria County rejects the proposed surety company, the respondent will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County.

 X PERFORMANCE BOND REQUIRED WHEN BID/PROPOSAL EXCEEDS \$100,000
AND IS FOR PUBLIC WORK.

 PERFORMANCE BOND REQUIRED WHEN BID/PROPOSAL EXCEEDS \$50,000.00 AND IS REQUIRED BY
BRAZORIA COUNTY.

If the performance bond and related documents are not returned to the Brazoria County Purchasing Department, 237 E. Locust, Suite 406, Angleton, Texas 77515 within ten (10) days of award, Brazoria County has the right to render the award ineffective.

Written verification of the validity of the bond shall be received by the Purchasing Department from the Contractor's Surety before any payments will be made.

BRAZORIA COUNTY PAYMENT BOND INFORMATION AND REQUIREMENTS

The following requirements supersede other requirements where applicable.

PAYMENT BOND: In the event the total accepted bid/proposal price exceeds \$25,000 the successful respondent must provide to the office of the County Purchasing Director, a payment bond in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bond shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the respondent. In the event Brazoria County rejects the proposed surety company, the respondent will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County.

 X PAYMENT BOND REQUIRED WHEN BID/PROPOSAL EXCEEDS \$25,000 AND IS FOR PUBLIC WORKS.

If the payment bond and related documents are not returned to the Brazoria County Purchasing Department, 237 E. Locust, Suite 406, Angleton, Texas 77515 within ten (10) days of award, Brazoria County has the right to render the award ineffective.

Written verification of the validity of the bond shall be received by the Purchasing Department from the Contractor's Surety before any payments will be made.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

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

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

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

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.

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

TEXAS ETHICS COMMISSION RULES

CHAPTER 46. DISCLOSURE OF INTERESTED PARTIES

§ 46.1. Application

- (a) This chapter applies to section 2252.908 of the Government Code
- (b) Section 2252.908 of the Government Code applies only to a contract of a governmental entity or state agency entered into after December 31, 2015, that meets either of the following conditions:
 - (1) the contract requires an action or vote by the governing body of the entity or agency; or
 - (2) The value of the contract is at least \$1 million.
- (c) A contract does not require an action or vote by the governing body of a governmental entity or state agency if:
 - (1) the governing body has legal authority to delegate to its staff the authority to execute the contract
 - (2) The governing body has delegated to its staff the authority to execute the contract; and
 - (3) The governing body does not participate in the selection of the business entity with which the contract is entered into.

§ 46.3. Definitions

- (a) "Contract" means a contract between a governmental entity or state agency and a business entity at the time it is voted on by the governing body or at the time it binds the governmental entity or state agency, whichever is earlier, and includes an amended, extended, or renewed contract.
- (b) "Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.
- (c) "Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.
- (d) "Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.
- (e) "Intermediary," for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - (1) receives compensation from the business entity for the person's participation;
 - (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.
- (f) "Signed" includes any symbol executed or adopted by a person with present intention to authenticate a writing, including an electronic signature.
- (g) "Value" of a contract is based on the amount of consideration received or to be received by the business entity from the governmental entity or state agency under the contract.

§ 46.4. Changes to Contracts (new rule effective January 1, 2017)

- (a) Section 2252.908 of the Government Code does not apply to a change made to an existing contract, including an amendment, change order, or extension of a contract, except as provided by subsections (b) or (c) of this section.
- (b) Section 2252.908 of the Government Code applies to a change made to an existing contract, including an amendment, change order, or extension of a contract, if a disclosure of interested parties form was not filed for the existing contract; and either:
- (1) the changed contract requires an action or vote by the governing body of the entity or agency;
or
 - (2) the value of the changed contract is at least \$1 million.
- (c) Section 2252.908 of the Government Code applies to a change made to an existing contract, including an amendment, change order, or extension of a contract, if the business entity submitted a disclosure of interested parties form to the governmental entity or state agency that is a party to the existing contract; and either:
- (1) there is a change to the disclosure of interested parties; or
 - (2) the changed contract requires an action or vote by the governing body of the entity or agency;
or
 - (3) the value of the changed contract is at least \$1 million greater than the value of the existing contract.

§ 46.5. Disclosure of Interested Parties Form

- (a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:
- (1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;
 - (2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;
 - (3) The name of each interested party and the city, state, and country of the place of business of each interested party;
 - (4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the services, goods, or other property used by the governmental entity or state agency provided under the contract; and
 - (5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.
- (b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed.
- (c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the governmental entity or state agency receives the disclosure.
- (d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

****Note:** . A contract entered into by a governmental entity is voidable for failure to provide the disclosure of interested parties if the entity submits written notice to the business entity of the failure to submit the form and the business entity has not provided the form on, or before, the 10th business day after the business entity receives written notice to submit the Form 1295.

Boycott Verification

This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose
2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - (B) does business with a company described by Paragraph (A)
3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

I, _____ (Person name), the undersigned representative of (Company or Business Name) _____
(hereinafter referred to as Company)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above,

- (A) does not boycott Israel currently;
- (B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
- (C) does not boycott energy companies currently;
- (D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
- (E) does not boycott a firearm entity of firearm trade association currently; and
- (F) will not boycott a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

**BRAZORIA COUNTY
RETURN LABEL**

**USE THIS LABEL ONLY IF YOU ARE SUBMITTING A HARD
COPY PROPOSAL SUBMISSION**

COMPETITIVE SEALED PROPOSAL (CSP)

CSP#:	25-72
OPENING DATE:	FRIDAY, JULY 31, 2025
OPENING TIME:	11:00 A.M. LOCAL TIME
CSP DESCRIPTION:	CONSTRUCTION OF A TEEN BUILDING

RETURN OFFER TO: PHYSICAL ADDRESS:

PURCHASING DEPARTMENT
BRAZORIA COUNTY COURTHOUSE CAMPUS ADMINISTRATION BUILDING
237 E. LOCUST STREET, SUITE 406
ANGLETON, TEXAS 77515

DATED MATERIAL – DELIVER IMMEDIATELY

**PLEASE CUT OUT AND AFFIX THE CSP LABEL ABOVE TO THE OUTER
MOST ENVELOPE OF YOUR RESPONSE TO HELP ENSURE PROPER
DELIVERY!**

*******LATE CSP's CANNOT BE ACCEPTED*******

**GEOTECHNICAL STUDY
FOR THE
PROPOSED NEW BUILDING AT
901 SOUTH DOWNING STREET
ANGLETON, TEXAS 77515**

PREPARED FOR

**MR. TOM SBRUSCH
CEDNA ENGINEERING
ANGLETON, TEXAS**

PREPARED BY

**ARM SOIL TESTING LLC
CYPRESS, TEXAS**

PROJECT NO: G25-349

June 25, 2025

ARM SOIL TESTING LLC

Texas Registered Engineering Firm F-10790

17240 Huffmeister Road, Suite 102, Cypress, Texas 77429 • (832) 593-7510 • Cell 832-755-9941

Web: www.ArmSoilTesting.com

June 25, 2025

Project Number: G25-349

Mr. Tom Sbrusch
Cedna Engineering
209 East Henderson Road
Angleton, Texas 77515

Reference: GEOTECHNICAL INVESTIGATIONS FOR THE PROPOSED NEW
BUILDING AT SOUTH DOWNING STREET IN ANGLETON, TEXAS

Dear Mr. Sbrusch:

ARM Soil Testing LLC is pleased to submit the results of the geotechnical exploration study for the above-referenced project. This report briefly presents the findings of the study along with our conclusions and recommendations for the design of the foundation for the proposed new building at South Downing Street in Angleton, Texas.

We appreciate the opportunity to serve you and look forward to working with you in other future projects.

Should you have any questions regarding this report, please do not hesitate to email us at info@armsoiltesting.com or call us at (832) 593-7510 at any time.

Respectfully submitted,

ARM SOIL TESTING LLC



Sam Mohammad
Graduate Engineer

Texas Registered Engineering
Firm F-10790



Mohammad Tamoozi, P.E.
Chief Engineer



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LIST OF FIGURES

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Site Plan

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Boring Logs

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Key to Soil Classifications and Symbols

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INTRODUCTION

Planning is underway for the construction of a new building at 901 South Downing Street in Angleton, Texas. Information on this project was supplied by the client. The project consists of a new building. Structural details such as column and wall loads are not known at this time but are not expected to exceed 50 kips and 2.0 kips per foot.

PURPOSE AND SCOPE

A geotechnical study was performed for the purposes of (1) exploring the subsurface conditions of the site (2) evaluating the pertinent engineering properties of the subsurface materials (3) providing recommendations concerning suitable types of foundation systems for support of the planned structure and (4) providing geotechnical construction guidelines.

Analyses of slope stability, bulkhead or any other features at the site is not within the scope of this investigation and, therefore, ARM is not responsible for any problems caused by these features. The settlement analysis was not within the scope of this study.

Narrative descriptions of our findings and recommendations are contained in the body of the report. A Boring Location Plan and the boring logs are included in Plates 1 through 4 of the report.

SUBSURFACE EXPLORATION

Conditions at this site were explored with two (2) borings located approximately as shown on the Location of Borings plan found in the Plate 1 of this report. The borings were drilled to a depth of 20 feet each below existing site grades on June 20, 2025. After the soil samples were obtained and the borings completed, final groundwater levels were measured in the boreholes and they were backfilled with soil cuttings prior to leaving the site.

Undisturbed and disturbed sampling procedures were performed at selected depths during the field exploration phase to obtain samples for laboratory testing and stratigraphy identification. Three-inch diameter thin-wall tube samplers for cohesive materials and two-inch diameter split samplers for cohesionless soils were utilized to obtain undisturbed samples. Thin-wall tube samples were mechanically extruded in the field, visually classified, labeled according to boring number and depth, then packaged in protective boxes for transport back to the laboratory.

LABORATORY TESTING

Upon completion of drilling operations, the soil samples were transported to the laboratory for testing and further study. The laboratory testing was performed in order to evaluate the strengths, classifications and volume change characteristics of the major soil strata. Atterberg limits tests and minus 200 sieve analyses were performed using selected soil samples to determine the index properties of the subsurface materials. Results of laboratory classification tests, in-situ moisture contents and strength tests are presented on the boring log included in the Appendix of the report.

SITE CONDITIONS

Site Description

The project site is relatively flat. All trees and root system within the building and pavement area should be removed and the soils compacted as specified in the report.

Soil Stratigraphy

The subsurface conditions present at the boring location are presented on the Log of Borings. A summary of the various strata and their approximate depths and thicknesses which were encountered in the borings are presented on the following TABLE 1. SUMMARY OF SUBSURFACE CONDITIONS. Note that depths on the log and in the following table are referenced from the ground surface, which existed at the time of the field exploration.

TABLE 1
SUMMARY OF SUBSURFACE CONDITIONS

Stratum	Description	First Encountered (ft)	Bottom of Stratum (ft)
CLAY (CH)	Stiff to very stiff dark gray to gray to light gray and tan to light gray and reddish brown to reddish brown and light gray clays	Ground Surface	20

The clays of stratum I are considered fat clays. The clays are highly plastic with plasticity indices of 35 to 54. **These soils are considered expansive** and have very high potential for shrink and swell movements that are usually associated with changes in soil moisture content. The clays are stiff to very stiff in consistency.

The above subsurface description is of a generalized nature to highlight the major subsurface stratification features and materials characteristics. The boring logs included in Plates 2 through 4 should be reviewed for specific information at the boring locations. These records include soil /rock descriptions, stratifications, penetration resistances, and locations of the samples and laboratory test data. The stratifications shown on the boring logs represent the conditions only at the actual boring location.

Groundwater Conditions

The borings were monitored at the time of drilling for evidence of groundwater. At the time of drilling, groundwater was not encountered within the upper 20 feet.

Water traveling through the soil (subsurface water) is often unpredictable and may be present at other locations and depths at the site. Due to the seasonal changes in groundwater and the unpredictable nature of groundwater paths, groundwater levels will also fluctuate. Therefore, it is necessary during construction to be aware of groundwater in excavations in order to determine if any changes are necessary in the construction procedures due to the presence of the water.

ANALYSIS AND RECOMMENDATIONS

Suitable Building Foundation

The foundation for the proposed structure must satisfy two independent criteria. First, the maximum design pressure exerted at the foundation level should not exceed the allowable bearing pressure based on an adequate factor of safety with respect to soil shear strength. Secondly, the magnitude of slab-on-grade and foundation movement due to soil volume changes or settlement must be such that structural movement is within tolerable limits. Considering the subsurface conditions encountered at the boring locations, the proposed structure may be supported on drilled and underreamed piers foundation.

Drilled and Underreamed Piers

The structural loads for the proposed new structure may be supported on drilled and underreamed piers. Excavations for footings may encounter water at some locations. For best results, any standing water should be pumped out and footings poured immediately after the excavation has been made. Foundation recommendations are presented as follows:

Foundation Type	Depth, below existing grade (feet)	Allowable Bearing Capacity (psf) Dead Plus Sustained Live Load Factor of Safety = 3	Allowable Bearing Capacity (psf) Total Load Factor of Safety = 2
Drilled and Underreamed Piers	12	3,000	4,500

The drilled piers should not be placed closer than 2.5 bell diameters, center to center and the bell/shaft ratio for the piers can be 3:1

The ultimate capacity of under reamed footings to resist uplift loads can be determined from the following equation provided the ratio of footing depth to bell diameter is greater than 1.5:

$$Q_u = 5.8 c (D^2 - d^2)$$

where: Q_u = ultimate uplift capacity, pounds
 c = Average shear strength above the footing grade, pounds per square foot. (use $c = 800$ PSF)
 D = underream diameter, feet.
 d = shaft diameter, feet.

A minimum factor of safety of 2.0 is recommended for final design.

The settlement analysis was not within the scope of this study.

Floor Slabs

The surficial soils within the proposed building lines consist of high expansive clays. Based on existing soil conditions, the estimated potential vertical rise (PVR) using TEX-124E method is approximately 3.9 inches. Any grade-supported floor slab for this project constructed over expansive clays will incur some level of risk associated with expansion or shrinkage of the moisture-sensitive soils.

A structurally supported floor slab with a six-inch void space would be most suitable floor system for the proposed construction. However, a grade-supported floor system may also be used using either of the two options to reduce the PVR to one-inch- (1):

- ◆ Undercut upper 4 feet of existing high plasticity expansive clays and replace with compacted low plasticity structural fill or top the existing soils with 4 feet of compacted low plasticity structural fill.
- ◆ Excavate the upper 4 feet of existing high plasticity clays and thoroughly mix the clays with 7% of lime (dry weight) under proper moisture control. Then place the lime-stabilized clays in 8-inch loose lifts and compact each lift to at least 95% of the maximum dry density as specified by ASTM D-698.

Grade Beams

Grade beams used in conjunction with drilled piers should be placed beneath all load bearing walls. Grade beams should be founded at a depth of 24 inches below the final grades and should be designed to support the imposed loads.

Stiffened Slab on-Grade

The stiffened slab on-grade may consist of either post-tensioned slab or conventional slab on-grade. Post-tensioned slab design parameters were obtained from the third edition of the Post-Tensioning Institute Design Manual. The conventional slab on-grade design parameters were based on BRAB design manual entitled "Criteria for Selection and Design of Residential Slabs on Ground".

A minimum of 24 inches of compacted select fill material pad should be used with post-tensioned slab system. All soft area must be excavated and replaced with compacted select fill.

The criteria for the slab-on-grade, in accordance with Post Tensioning Institute (P.T.I.) is given:

Allowable soil bearing capacity	1200 PSF
Weighted average plasticity index (P.I.)	39
Atterberg Limits:	LL = 59 PL = 20 PI = 39
Clay Percent:	60 % (assumed)*
Depth to Constant Suction:	7 ft.
Thornwaite Moisture Index:	Im = 20
Cation Exchange Activity:	CEAc = 0.55
Clay Activity Ratio:	Ac = 0.65
Principal Clay Mineral:	Montmorillonite
Constant Suction Value:	PF = 3.4
Estimated Velocity of Moisture Flow:	c = 0.7 inch/month
Edge Moisture Variation:	em = 9.0 ft. (Center lift)
	em = 4.9 ft. (Edge lift)
Estimated Differential Swell:	Ym = 1.5 inch (Center lift)
	Ym = 1.3 inch (Edge lift)

* Clay percent is approximate and assumed based on past experience.

Maintenance Considerations

The site should be graded in such a manner to shed all rainwater away from the structure. Water should not be allowed to pond around the structure. Positive site drainage will reduce the exposure of the on-site clays to a moisture source thus eliminating swelling of the on-site clays.

Due to the presence of clay soils, it is imperative to install a watertight plumbing system. Water leakage due to poor plumbing will have detrimental effects on the performance of the structure.

Roof gutters should be utilized to direct roof runoff away from the structure. Downspouts should not be allowed to discharge near the structure. Downspout extensions should be used to facilitate rapid rainwater drainage away from the structure.

Trees should be planted at a distance equaling the anticipated height of the mature tree. If trees are planted in close proximity to the structure, the roots will extend below the slab area causing distress to the slab. Root barriers should be constructed around the perimeter of the building in the event that trees are located less than the maximum anticipated height of the mature tree. Root barrier should extend at least four feet below grade.

The floor slabs should be provided with a moisture barrier to prevent migration of the capillary moisture through the slab. Six-mill Visqueen can be used. In addition, a two-inch layer of sand can be used for leveling purposes.

Pavement Recommendations

General

We were not provided with traffic type nor with traffic frequency for the drives and parking areas associated with this facility. As a result, we have provided general guidelines for pavement thicknesses.

Flexible asphaltic concrete pavement or rigid Portland cement pavement can be used at this site for automobile traffic use. Pavement subject to light truck traffic can also be rigid or flexible pavement. However, pavement design recommendations presented herein are not applicable for streets or major thoroughfares.

Pavement Sections

The following pavement sections are recommended for the project site. In parking lots and drives servicing only automobile traffic, 5 inches of asphalt concrete should provide adequate service. It is recommended that this be increased to a minimum of 6 inches in main drives and any areas subject to occasional light truck traffic. The section should consist of a 2-inch surface course meeting the requirements of THD Type D with a base course meeting the requirements of THD Type A or B. The coarse aggregate in the surface layer should be crushed limestone rather than gravel.

Portland Cement concrete pavements are recommended in areas subject to any heavy truck traffic such as garbage pickup and/or dumpster trucks and any heavy delivery trucks. We recommend the use of 5 inches of Portland Cement Concrete for general area pavements, which are not subject to truck traffic. A minimum 6-inch thick section is recommended in areas subject to truck traffic. The required thickness will depend on the number of truck passes per day. A minimum 7-inch thick Portland cement pavement thickness is recommended in areas subject to loading of dumpster type garbage trucks. We recommend that the Portland cement concrete in light duty pavement areas should have a minimum 28-day compressive strength of 3,500 pounds per square inch and in heavy duty pavement areas, a 28 day compressive strength of 4,000 psi.

Subgrade Stabilization

Based on the results of laboratory testing, the subgrade performance of the on-site soils can be improved by stabilization with hydrated lime. Stabilization is recommended below both pavement systems. It is estimated that the near surface expansive clayey soils below the future pavements will require 7 percent hydrated lime by dry unit weight. This assumes soil properties of the subgrade soils will be similar to the soils existing in the areas where the borings were drilled. The stabilized clays should be compacted to a minimum of ninety-five (95) percent of the maximum density in a moisture content range of -1% to +4% of the soil/lime mixture's optimum moisture content as determined by ASTM D-698.

A minimum stabilized subgrade depth of 8 inches is recommended below the bottom of the proposed pavement. We recommend that the depth of stabilized subgrade be increased to 12-inch for heavy traffic areas. It is to be noted that the actual amount of lime required be determined after stripping of the subgrade.

The prepared subgrade should be protected and moist cured or sealed with a bituminous material until the pavement materials are placed. Finished pavement subgrade areas should be graded at all times to prevent ponding and infiltration of excessive moisture on or adjacent to the pavement subgrade surface.

It is recommended to extend the pavement stabilization five feet beyond the perimeter of the pavement in order to preclude edge failure. It is also highly recommended to maintain positive drainage away from the pavement throughout the life of the pavement.

Hot Mixed Asphaltic Concrete (HMAC)

Pavement designs presented below are for asphalt pavement. It is recommended that the top 6 inches of natural subgrade be stabilized with approximately 6 percent hydrated lime by dry unit weight and compacted to 95% of its maximum dry density as determined by Standard Proctor Compaction test (ASTM D 698). Close field supervision is recommended during subgrade preparation.

Based on the design axle loads as assumed for the concrete pavement and using the AASHTO layered analysis approach, the recommended asphalt pavement section thickness are as follows:

Asphaltic Concrete: 5.0 – inches	OR	Asphaltic Concrete: 4.0 – inches
Crushed Limestone Base: 8.0 – inches		Black Base: 6.0 – inches
Lime-stabilized Sub-Base: 6.0 – inches		

In lieu of the above, the following asphalt pavement section thickness may be used:

Asphaltic Concrete: 3.5-inches
Cement Stabilized Limestone Base: 8.0 – inches
Lime Stabilized Sub-Base: 6.0 – inches

All hot mix asphaltic concrete used on this project for new construction shall comply in all respects to Item 340 of the current edition of the Texas Department of Highways and Public Transportation's Standard Specifications (TSDHPT) except as modified for this project. The paving mixture for the wearing surface for new pavement for this project is recommended to be a Fine Graded Surface Course (Type D). The paving mixture for the HMAC base course for this project should be a coarse graded or fine graded Base Course (Type A or Type B). The coarse aggregate in the surface layer should be a crushed limestone rather than gravel.

Portland Cement (Rigid) Concrete

The Portland cement concrete (PCC) used on this project should comply in all respects with Item 360 of the current edition of the TSDHPT Standard Specifications except as may be modified for this project. Type I cement is recommended for use in the concrete pavement.

The concrete in light duty pavement areas should have a minimum 28 day compressive strength of 3,500 pounds per square inch and in heavy duty pavement areas, a 28 day compressive strength of 4,000 psi is recommended. Assuming a nominal maximum aggregate size of 1 to 1 1/2 inches, it is recommended that the concrete have entrained air of 5 percent ($\pm 1\%$) with a maximum water cement ratio of 0.50.

Portland cement concrete pavement types for standard or heavy duty traffic pavements in this area are generally jointed reinforced concrete pavements (JRC). Due to construction over swelling clays, unreinforced pavement is not recommended. Reinforcing steel and joint systems for the pavement should be properly designed.

CONSTRUCTION GUIDELINES

Site Preparation

Soft soils should be removed until firm soil is reached. The soft soils can be aerated and placed back in eight-inch loose lifts and compacted to 95% as specified by ASTM D-698. Tree stumps, tree roots, old slabs, old foundations and existing pavements should be removed from the structure area. If the tree stumps and roots are left in place, settlement and termite infestation may occur. Once a root system is removed, a void is created in the subsoil. It is recommended to fill these voids with structural fill or cement-stabilized sand and compact to 95% as specified by ASTM D-698.

Any low-lying areas including ravines, ditches, swamps, etc. should be filled with structural fill and placed in eight-inch lifts. Each lift should be compacted to 95% of the maximum dry density as specified by ASTM D-698.

The exposed subgrade should be scarified to a minimum depth of six (6) inches in the driveway and slab areas. The subgrade should then be compacted to 95% of the maximum density as determined by the Standard Moisture Density Relationship (ASTM D-698). In the event that the upper six (6) inches cannot be compacted due to excessive moisture, we recommend that these soils be excavated and removed or chemically stabilized to provide a firm base for fill placement. Proof rolling should be performed using a heavy tired loaded truck or pneumatic rubber-tired weighting about 15 to 20 tons equipment.

The fill soils should extend at least five feet beyond the perimeter of the structure. In addition, the floor slab should be placed as soon as possible after the building pad is prepared. If the building pad is left exposed to rainfall, perched groundwater conditions may develop which will undermine the integrity of the floor slab. All trenches (water, cable, electrical) should be properly backfilled and compacted to 95% of the maximum dry densities. Sand or permeable materials should not be used as backfill. Improperly backfilled and improperly compacted trench, if left exposed will also be another source for perched groundwater conditions. In general perched water tends to be trapped within the fill. The trapped groundwater tends to soften the subgrade. Positive drainage should be maintained across the entire building pad.

A qualified soil technician should monitor all earthwork operations. Field density tests should be conducted on each lift using a nuclear density gauge. The gauge should be calibrated every day. Prior to field density tests, a 50-pound sample from the subgrade soils should be obtained. A similar sample should be obtained from the fill soils. A Standard Moisture Density Relationship (ASTM D-698) should be performed on each sample in order to obtain an optimum moisture content and a maximum dry density. The field density tests should be compared to these results every time the soils are tested in the field.

The above recommendations are applicable to slabs, driveways, pavements and any structures that are supported directly on-grade.

Vegetation Control

Existing Trees

Existing tree roots absorb moisture from their surrounding soils. This results in formation of pockets of isolated dry soils around the tree roots with a moisture content significantly lower than the soil moisture contents away from these roots. When the trees are cut, the roots die and stop absorbing moisture from their surrounding soils. With time and seasonal rainfall as well as by capillary action, these dry pockets of soils will undergo increases in moisture content and as a result heave. If the tree is cut and a building or paving is immediately constructed on it, then these isolated areas of dry soils will heave more than the soils at other areas of the building/paving or site. This will result in differential heaving under the structure of pavement. Where large trees are cut and building built over it, the slab should be stiffened to resist the higher differential heave. Alternatively, a safer option would be to structurally support the building slab on deeper footings with a void space larger than the anticipated maximum heave of the drier soils. Positive drainage should be developed and maintained all around the building at all times.

New Trees

New trees should be avoided near the building slab especially larger trees. No tree should be planted closer than 20 feet or half the canopy diameter of fully matured trees. Alternatively, root barriers may be used to prevent the migration of tree roots underneath the buildings. Use of large shrubs should be avoided immediately adjacent to the building slab.

Low Swell Potential Structural Fill

Low swell potential select fill should consist of cohesive soils free of organics or other deleterious materials and should have a plasticity index not less than 10 or more than 20. Sandy clays are recommended for use.

The low swell potential select fill should be cleaned and free of organic matter or other deleterious material. The fill should be placed in maximum 8-inch loose lifts and compacted to a minimum of 95 percent of the maximum dry density as determined by ASTM D 698 (Standard Proctor). The moisture content at the time of compaction should be +/-2% of the optimum value as defined by ASTM D 698. The referenced moisture content and density should be maintained until construction is complete.

Drainage

Roof drainage should be collected by a system of gutters and down spouts and transmitted to a paved surface where water can drain rapidly away from the structure. Sidewalks, parking areas, building access drives, and the general ground surface should be sloped so that water will drain away from the structure. Water should not be allowed to pond near the building foundations.

Footing Construction

Concrete should be placed in underreamed piers immediately following drilling and inspection. Significant seepage into excavations from groundwater is anticipated if excavations remain too long. If water collects in excess of 1-inch depth at the bottom of the footing excavations, it should be pumped out prior to concrete placement or the concrete should be tremied in place. We recommend that footing installations be monitored by the testing laboratory.

Groundwater Control

In general, the highest groundwater level during construction should be at least three (3) feet below the bottom of the excavation to ensure excavation stability. Presence of groundwater above the excavation depths may require de-watering. However, it is the contractor's responsibility to select the proper de-watering systems for the proposed constructions.

LIMITATIONS

The conclusions reached in this report are based on the conditions at the boring location. In any subsurface exploration, it is necessary to assume that the subsoil conditions between exploratory borings do not change significantly. Therefore, careful observations must be made during excavation to detect significant deviations from conditions encountered in the test borings. If such deviations are detected, this office should be contacted immediately.

In the event that any changes in the nature, design or location of the structures are planned, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and conclusions of this report are modified and verified in writing.

We have conducted this geotechnical study using the standard of care and diligence normally practiced by recognized engineering firms now performing services of a similar nature under similar circumstances. Unless specifically stated otherwise, any environmental or contaminant assessment efforts are beyond the scope of work for this report. We intend for this report, including all illustrations, to be used in its entirety. If this report is made available to potential contractors, it should be for information only and not as a warranty of subsurface conditions.

This report has been prepared for the specific application to the new building at 901 South Downing Street in Angleton, Texas.



SITE PLAN

A.R.M. SOIL TESTING
 17240 HUFFMEISTER ROAD, SUITE 102
 CYPRESS, TEXAS 77429

PROPOSED NEW BUILDING
 901 SOUTH DOWNING STREET
 ANGLETON, TEXAS

SCALE: N.T.S.

DRAWN BY: OA

PROJECT NO.: G25-349

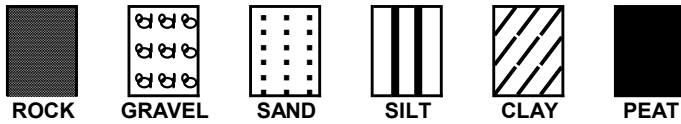
PLATE NO. 1

LOG OF BORING B- 1													
PROJECT NAME: PROPOSED NEW BUILDING										PROJECT NUMBER: G25-349			
PROJECT LOCATION: 901 SOUTH DOWNING STREET IN ANGLETON, TEX										DATE DRILLED: 6/20/2025			
DEPTH, FT.	SAMPLE TYPE	STANDARD PENETRATION TEST	LEGEND	POCKET PENETROMETER (tsf)	UNCONFINED COMP. (tsf)	MOISTURE CONTENT (%)	DRY DENSITY (pcf)	LIQUID LIMIT (%)	PLASTIC LIMIT	PLASTICITY INDEX	#200 SIEVE (%)	Type of Boring: Auger Boring Location: See Plan of Borings Surface Elevation: Existing MATERIAL DESCRIPTION	GROUP SYMBOL
				3.50		22						Very stiff dark gray with shell	CH
2.0				3.00	1.50	24	106	57	20	37		.. gray below 2 feet	
4.0				3.00		25							
6.0				2.50		27						.. stiff light gray and tan below 6 feet	
8.0				2.50	1.30	28	102	66	21	45		.. with calcareous nodules below 8 feet	
10.0				3.00		27						.. very stiff light gray and reddish brown with calcareous nodules below 10 feet	
12.0				3.00		28							
15.0				3.50	1.60	30	95	77	23	54		.. reddish brown and light gray below 18 feet	
20.0													
												Boring Was Terminated at 20 feet	
Water Level Measurements:										Drilled by: Soil Tech			
Initial Reading: Dry										Driller: Cody			
Final Reading: Dry													

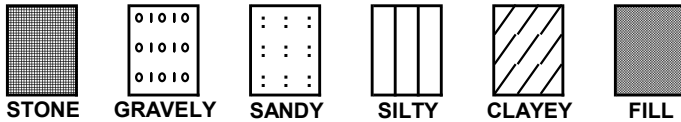
LOG OF BORING B- 2													
PROJECT NAME: PROPOSED NEW BUILDING										PROJECT NUMBER: G25-349			
PROJECT LOCATION: 901 SOUTH DOWNING STREET IN ANGLETON, TEX.										DATE DRILLED: 6/20/2025			
DEPTH, FT.	SAMPLE TYPE	STANDARD PENETRATION TEST	LEGEND	POCKET PENETROMETER (tsf)	UNCONFINED COMP. (tsf)	MOISTURE CONTENT (%)	DRY DENSITY (pcf)	LIQUID LIMIT (%)	PLASTIC LIMIT	PLASTICITY INDEX	#200 SIEVE (%)	Type of Boring: Auger Boring Location: See Plan of Borings Surface Elevation: Existing	GROUP SYMBOL
				3.00		24						Very stiff dark gray with shell CLAY .. stiff below 2 feet .. gray below 4 feet .. very stiff light gray and tan with calcareous nodules below 6 feet .. with calcareous nodules below 8 feet .. light gray and reddish brown with calcareous nodules below 10 feet .. with ferrous nodules below 13 feet	CH
2.0				2.50	1.25	26	104	54	19	35			
4.0				2.50		25							
6.0				3.00	1.50	28	100	63	21	42			
8.0				3.00		26							
10.0				3.50		26							
12.0				3.00	1.50	29	98	68	22	46			
15.0				3.50		28							
20.0													
Boring Was Terminated at 20 feet													
Water Level Measurements: Initial Reading: Dry Final Reading: Dry												Drilled by: Soil Tech Driller: Cody	

KEY TO LOG TERMS AND SYMBOLS

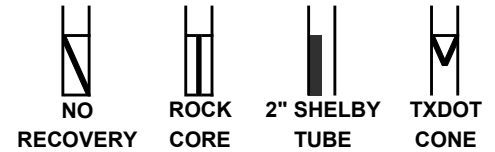
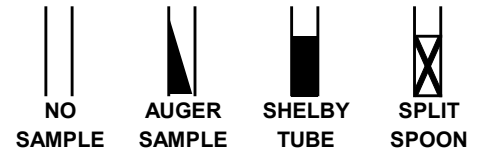
SOIL TYPE



MODIFIERS



SAMPLER TYPE



UNIFIED SOIL CLASSIFICATION SYSTEM - ASTM D 2487

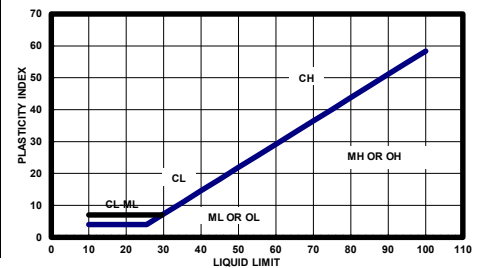
MAJOR DIVISIONS			LETTER SYMBOL	TYPICAL DESCRIPTIONS	
COARSE GRAINED SOILS LESS THAN 50% PASSING NO. 200 SIEVE	GRAVEL & GRAVELLY SOILS	CLEAN GRAVELS (LITTLE OR NO FINES)	GW	WELL GRADED GRAVELS, GRAVEL-SAND MIXTURES WITH LITTLE OR NO FINES	
	LESS THAN 50% PASSING NO. 4 SIEVE	W/ APPRECIAT- BLE FINES		GP	POORLY GRADED GRAVELS, GRAVEL-SAND MIXTURES WITH LITTLE OR NO FINES
	SANDS MORE THAN 50% PASSING NO. 4 SIEVE	CLEAN SANDS	GM		SILTY GRAVELS, GRAVEL-SAND-SILT MIXTURES
		LITTLE FINES	GC	CLAYEY GRAVELS, GRAVEL-SAND-CLAY MIXTURES	
	SANDS WITH APPREA. FINES	CLEAN SANDS	SW	WELL GRADED SAND, GRAVELY SAND (LITTLE FINES)	
			SP	POORLY GRADED SANDS, GRAVELY SAND (L.FINES)	
			SM	SILTY SANDS, SAND-SILT MIXTURES	
			SC	CLAYEY SANDS, SAND-CLAY MIXTURES	
	FINE GRAINED SOILS LESS THAN 50% PASSING NO. 200 SIEVE	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS & VERY FINE SANDS, ROCK FLOUR
					SILTY OR CLAYEY FINE SANDS OR CLAYEY SILT W/PI
SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50				CL	INORGANIC CLAY OF LOW TO MEDIUM PI LEAN CLAY
					GRAVELY CLAYS, SANDY CLAYS, SILTY CLAYS
SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50		OL	ORGANIC SILTS & ORGANIC SILTY CLAYS OF LOW PI		
			MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS	
				FINE SANDY OR SILTY SOILS, ELASTIC SILTS	
			CH	INORGANIC CLAYS OF HIGH PLASTICITY	
FAT CLAYS					
OH		ORGANIC CLAYS OF MED TO HIGH PI, ORGANIC SILT			
	PT	PEAT AND OTHER HIGHLY ORGANIC SOILS			
HIGHLY ORGANIC SOIL					
UNCLASSIFIED FILL MATERIALS			ARTIFICIALLY DEPOSITED AND OTHER UNCLASSIFIED SOILS FILL MATERIALS		

CONSISTENCY OF COHESIVE SOILS

CONSISTENCY	UNCONFINED COMP. STRENGTH IN TSF
VERY SOFT	0 TO 0.25
SOFT	0.25 TO 0.5
FIRM	0.5 TO 1.5
STIFF	1.75 TO 2.75
VERY STIFF	3.0 TO 4.5
HARD	4.5+

RELATIVE DENSITY - GRANULAR SOILS

CONSISTENCY	N-VALUE (BLOWS PER FT)
VERY LOOSE	0-4
LOOSE	4-9
MEDIUM DENSE	10-29
DENSE	30-49
VERY DENSE	> 50 OR 50+



CLASSIFICATION OF GRANULAR SOILS

U.S. STANDARD SIEVE SIZE(S)

6"		3"		3/4"		4		10		40		200			
BOUL- -DERS	COBBLES	GRAVEL				SAND				SILT OR CLAY				CLAY	
		COARSE		FINE		COARSE		MEDIUM							FINE
152		76.2		19.1		4.76		2.0		0.42		0.074		0.002	
GRAIN SIZE IN MM															

Buy America, Build America Act (BABAA)

Required Self-Certification

For FEMA financial assistance programs subject to BABAA, contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the non-federal entity) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the _____ that the iron, steel,
(Project Name and location)
manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

“The [Contractor or Subcontractor], _____,
certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

Signature of [Contractor’s or Subcontractor’s] Authorized Official

Name and Title of [Contractor’s or Subcontractor’s] Authorized Official

Date