

BRAZORIA COUNTY

PURCHASING DEPARTMENT



SUSAN P. SERRANO, CPPO, CPPB

Purchasing Director

December 12, 2025

ARES Construction, LLC  
Attn: Taylor Fuller  
PO Box 3688  
Baytown, TX 77522  
[taylor@aresbuild.com](mailto:taylor@aresbuild.com)

Re: Award for RFSQ# Qualifications for a Contractor Pool for Residential Home Elevations and or Reconstruction

Dear Taylor Fuller:

Brazoria County is pleased to inform you that on December 9, 2025, Commissioners' Court awarded the above-mentioned project to your company for **reconstruction services**.

The term of this contract shall be effective upon execution and will continue until completion of the project.

A purchase order and /or notice to proceed will follow. Do not proceed with delivery of services or materials prior to receiving a purchase order number from Brazoria County.

A Certificate of Interested Parties, Form 1295 is required. Vendors are to log onto the Texas Ethics Commission's website [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and fill out Form 1295. Once the form is completed online, the system will issue a certificate number. Please print, sign the form, and email it to Amanda Erickson at [aerickson@brazoriacountytexas.gov](mailto:aerickson@brazoriacountytexas.gov).

In addition, per Texas Local Government Code 176, completion of the Conflict of Interest Questionnaire, Form CIQ, is required if applicable. You may access the form and further information on our website at <http://brazoriacountytexas.gov/departments/purchasing> under the Doing Business section, Conflict of Interest Reporting.

Per Texas Local Government Code Chapters 808, 809, and 2274, completion of the Boycott Verification Form is required, if applicable. You may access the form and further information on our website at <http://brazoriacountytexas.gov/departments/purchasing> under the Doing Business section.

Please email the CIQ and Boycott Verification Form to Amanda Erickson at [aerickson@brazoriacountytexas.gov](mailto:aerickson@brazoriacountytexas.gov).

**As a reminder, a copy of a current certificate of insurance shall be due to Brazoria County within ten (10) calendar days after receipt of notification of award. The contract shall not become effective until the certificate of insurance is received. Failure to provide said certificate may result in cancellation and/or termination of the contract. Please have the certificate of insurance names Brazoria County as an additional insured and a waiver of subrogation applies in favor of Brazoria County.**

**Per the solicitation, a performance and payment bond are required and due prior to the start of the project.**

Thank you for your interest in Brazoria County. If you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Natasha" followed by "Fuller".

Natasha, CPPO, CPPB  
Brazoria County Purchasing Assistant Director

# BRAZORIA COUNTY CONTRACT SHEET

## THE STATE OF TEXAS COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the 9th day of December 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 ARES Construction, LLC of Baytown, Texas.

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 **RFSQ# 25-59 Qualifications for a Contractor Pool for Residential Homes Elevations and or Reconstruction** as stated in the Request for Statement of Qualifications 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:

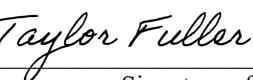
- Brazoria County **RFSQ# 25-59 Qualifications for a Contractor Pool for Residential Homes Elevations and or Reconstruction**
- Vendor's submittal to the above listed **RFSQ** and the final accepted pricing

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 18th day of December 2025.

By:   
County Judge Signature

By: L. M. "Matt" Sebesta Jr.  
Printed Name

By:   
Signature of Vendor

By: Taylor Fuller, Member  
Printed Name and Title

## 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, Taylor Fuller (Person name), the undersigned representative of (Company or Business Name) ARES Construction, LLC (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 or firearm trade association currently; and

(F) will not discriminate against a firearm entity or firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

12/16/2025  
DATE

Taylor Fuller  
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.

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

ARES Construction, LLC

OFFICE USE ONLY

Date Received

**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

12/16/2025

\_\_\_\_\_  
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.



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bowen, Miclette & Britt Insurance Agency, LLC 2800 North Loop West, Suite 1100 Houston TX 77092	<b>CONTACT NAME:</b> Tina Xayasane	
	<b>PHONE (A/C, No, Ext):</b> 713-880-7100	<b>FAX (A/C, No):</b> 713-880-7166
	<b>E-MAIL ADDRESS:</b> txayasane@bmbinc.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Upland Specialty Insurance Company	
	<b>INSURER B :</b> State Automobile Mutual Insurance Co	
	<b>INSURER C :</b> Convex Insurance UK Limited	
<b>INSURED</b> Ares Construction, LLC PO Box 3688 Baytown TX 77522	<b>ARESCONSTR</b>	<b>INSURER D :</b> Texas Mutual Insurance Company
		<b>INSURER E :</b> Argonaut Insurance Co
		<b>INSURER F :</b> Westchester Surplus Lines Insurance
		<b>NAIC #</b>
		16988
		25135
		22945
		19801
		10172

## COVERAGES

**CERTIFICATE NUMBER:** 1290644078

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS									
A	COMMERCIAL GENERAL LIABILITY			Y	USPCL0229725		1/26/2025	1/26/2026	EACH OCCURRENCE		\$ 1,000,000							
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR								DAMAGE TO RENTED PREMISES (Ea occurrence)		\$ 50,000							
									MED EXP (Any one person)		\$ Excluded							
									PERSONAL & ADV INJURY		\$ 1,000,000							
	GEN'L AGGREGATE LIMIT APPLIES PER:								GENERAL AGGREGATE		\$ 2,000,000							
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC								PRODUCTS - COMP/OP AGG		\$ 2,000,000							
	OTHER:										\$							
											\$							
B	AUTOMOBILE LIABILITY			Y	10050035CA		12/8/2025	12/8/2026	COMBINED SINGLE LIMIT (Ea accident)		\$ 1,000,000							
	<input checked="" type="checkbox"/> ANY AUTO								BODILY INJURY (Per person)		\$							
	OWNED AUTOS ONLY								BODILY INJURY (Per accident)		\$							
	HIRED AUTOS ONLY								PROPERTY DAMAGE (Per accident)		\$							
											\$							
											\$							
C	UMBRELLA LIAB		<input checked="" type="checkbox"/>	OCCUR		Y	Y	XSC000078-0125		1/26/2025	1/26/2026							
	<input checked="" type="checkbox"/> EXCESS LIAB		<input type="checkbox"/>	CLAIMS-MADE					EACH OCCURRENCE		\$ 2,000,000							
			<input type="checkbox"/>						AGGREGATE		\$ 2,000,000							
	DED <input type="checkbox"/> RETENTION \$		<input type="checkbox"/>								\$							
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y / N	0002026534 92-918-875195-4		1/26/2025 1/26/2025	1/26/2026 1/26/2026	<input checked="" type="checkbox"/> PER STATUTE		OTH-ER							
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								E.L. EACH ACCIDENT		\$ 1,000,000							
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000							
									E.L. DISEASE - POLICY LIMIT		\$ 1,000,000							
F	Contractors Pollution Liability				G74408400002		1/26/2025	1/26/2026	Per Occurrence Aggregate		1,000,000 2,000,000							

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: Contact Person Shown Above.

General Liability Per Project Aggregate capped at \$5,000,000

**General Liability:**  
Blanket additional insured Ongoing Operations per form #CG 20 10 12 19  
See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

Brazoria County  
237 E. Locust  
Angleton TX 77515

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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**AUTHORIZED REPRESENTATIVE**

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Edward Fox

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## ADDITIONAL REMARKS SCHEDULE

AGENCY Bowen, Miclette & Britt Insurance Agency, LLC	NAMED INSURED Ares Construction, LLC PO Box 3688 Baytown TX 77522
POLICY NUMBER	
CARRIER	NAIC CODE
EFFECTIVE DATE:	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Blanket additional insured Completed Operations per form #CG 20 37 12 19

Blanket waiver of subrogation per form #CG 24 04 12 19

Blanket primary/non-contributory per form #CL 00 16 07 21

Automobile:

Blanket additional insured per form #BA3000 12 15

Blanket waiver of subrogation per form #BA3000 12 15

Worker's Compensation:

Blanket waiver of subrogation per form #WC420304B (TX); WC000313

Excess Liability:

Blanket additional insured per form #XSC-300 07/23

Blanket waiver of subrogation per form #XSC-300 07/23

Blanket primary/non-contributory per form #XSC-300 07/23

RE: RFSQ# 25-59

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations and completed operations for which you have agreed in a written and executed contract prior to an "occurrence."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:****

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or**

**2. Available under the applicable limits of insurance;**  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

COMMERCIAL GENERAL LIABILITY  
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations and completed operations for which you have agreed in a written and executed contract prior to an "occurrence."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



## EXHIBIT A – REQUIRED DOCUMENTS

- 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 vendor has any exceptions to the RFSQ terms & conditions or special requirements, they must be included with the RFSQ submittal in order to be considered*)
- NON-COLLUSION AFFIDAVIT
- 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*)
- ATTACHMENT C DOWNLOAD ACKNOWLEDGEMENT FORM
- VENDOR DATA SHEET & W-9 FORM

# 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.*

ARES Construction, LLC

LEGAL NAME OF CONTRACTING COMPANY

83-315-0958

FEDERAL I.D. # (Company or Corporation)

SOCIAL SECURITY # (Individual)

(281) 615-5754

TELEPHONE NUMBER

FACSIMILE NUMBER

Taylor Fuller

CONTACT PERSON

Chief Financial Officer

TITLE

PO BOX 3688

COMPLETE MAILING ADDRESS

Baytown, TX

CITY & STATE

77522

ZIP CODE

4200 Research Forest Dr Ste 500

COMPLETE STREET ADDRESS

The Woodlands, TX

CITY & STATE

77381-4224

ZIP CODE

taylor@aresbuild.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”

10/20/2025

DATE

Taylor Fuller

Typewritten or Printed Name

Chief Financial Officer

Title

## BRAZORIA COUNTY 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

Pursuant to §2155.077 of the Texas Government Code and subject to Brazoria County Court Order No 19 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 ARES Construction, LLC

Signature of Company Official  
Authorizing the Bid/Offer Taylor Fuller Date 10/20/2025

Company Official  
(Printed Name) Taylor Fuller

Official's Position Chief Financial Officer

# 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.

### 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 certificates 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 or 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 RFSQ#25-59, 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.**

*Taylor Fuller*

SIGNATURE

Taylor Fuller

Typewritten or Printed Name

10/20/2025

DATE

Chief Financial Officer

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.

*Taylor Fuller*

Signature/Authorized Certifying Official

Taylor Fuller, Chief Financial Officer

Typed Name and Title

ARES Construction, LLC

Applicant / Organization

10/20/2025

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 (RFP) 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., "RFP-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.

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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

**Disclosure of Lobbying Activities**

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

<b>Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier <input type="checkbox"/> , if Known:	<b>If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>	
<b>Congressional District, if known:</b>	<b>Congressional District, if known:</b>	
<b>Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>Federal Action Number, <i>if known</i>:</b>	<b>9. Award Amount, <i>if known</i>:</b>  \$ _____	
<b>10. a. Name and Address of Lobbying Registrant (<i>if individual, last name, first name, MI</i>):</b>	<b>b. Individuals Performing Services (including address if different from No. 10a) (<i>last name, first name, MI</i>):</b>  <b>Signature:</b> <i>Taylor Fuller</i> <b>Print Name:</b> <i>Taylor Fuller</i> <b>Title:</b> <i>Chief Financial Officer</i> <b>Telephone No.:</b> <i>2816155754</i> <b>Date:</b> <i>10/20/2025</i>	
<b>Federal Use Only</b>	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 Taylor Fuller

Before me, the undersigned authority, on this day personally appeared Taylor Fuller  
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  
ARES Construction, LLC ("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.

Taylor Fuller

Taylor Fuller

Member/Chief Financial Officer

Name

Title

SWORN TO AND SUBSCRIBED BEFORE ME by the said Taylor Fuller, this 20<sup>th</sup> day of  
October, 20 25, to certify which witness my hand and seal of office.

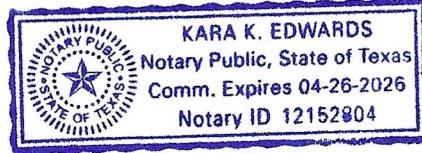
Kara K. Edwards

NOTARY PUBLIC in and for

State of Texas

Printed Name: Kara K. Edwards

My Commission Expires: 04-26-2024



**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.

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

N/A

**OFFICE USE ONLY**

Date Received

**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).**

*Taylor Fuller*

Signature of vendor doing business with the governmental entity

10/20/2025

Date



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 ARES Construction, LLC that is believed to be an immediate threat to human health or the environment.

(Company/Contractor)

*Taylor Fuller*

Contractor Signature

10/20/2025

Date

Taylor Fuller

Printed Name

Chief Financial Officer

Title

# TEXAS GOVERNMENT CODE 552, SUBCHAPTER J

## ACKNOWLEDGEMENT FORM

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

*Taylor Fuller*

SIGNATURE

“must be authorized to execute on behalf of company”

Taylor Fuller

Typewritten or Printed Name

10/20/2025

DATE

Chief Financial Officer

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.

ARES Construction, LLC

COMPANY NAME

Taylor Fuller

SIGNATURE OF COMPANY REPRESENTATIVE

Taylor Fuller

PRINTED NAME

Chief Financial Officer

TITLE

10/20/2025

DATE



**BRAZORIA COUNTY COURTHOUSE  
PURCHASING DEPARTMENT  
237 E. LOCUST STREET, SUITE 406  
ANGLETON, TEXAS 77515**

**BRAZORIA COUNTY ATTACHMENT C DOWNLOAD ACKNOWLEDGMENT FORM**

Solicitation Number: RFSQ #25-59 QUALIFICATIONS FOR A CONTRACTOR POOL FOR RESIDENTIAL HOME ELEVATIONS AND OR RECONSTRUCTION FOR FEMA HARVEY DISASTER FUNDING RECIPIENTS

**By my signature hereon, I certify that I have read each and every page of  
Attachment C 2025 IRC Inspection Documents.**

Vendors must include the signed acknowledgement form with their RFSQ submittal

**ARES Construction, LLC**

Legal Name of Contracting Company

Taylor Fuller

Contact Person

4200 Research Forest Dr., Ste 500, The Woodlands, TX 77381

Complete Mailing Address

(281) 615-5754

Telephone Number

Facsimile Number

taylor@aresbuild.com

Email Address

*Taylor Fuller*

Signature

10/20/2025

Date

BRAZORIA COUNTY  
VENDOR DATA SHEET

New Vendor  Business Name Change  Address Change  Tax Info Change (W-9)  Other

VENDOR NAME ARES Construction, LLC D&B DUNS NUMBER 105829587

COMPLETED BY: Taylor Fuller DATE FORM COMPLETED: 10/20/2025

SAM.GOV UEI NUMBER: QABFH6AKZ7W2 CAGE CODE: 9XDD6

Is vendor incorporated?  Yes  No; If incorporated: How incorporated: LLC Where incorporated: Texas

Has Name Changed in past two (2) years?  Yes  No If Yes, When \_\_\_\_\_

FORMER NAME: \_\_\_\_\_

4200 Research Forest Drive, Ste 500

PHYSICAL STREET ADDRESS (Cannot be P.O. Box)

Taylor Fuller

PRIMARY PERSON AUTHORIZED TO EXECUTE A  
FINANCIAL/BANKING AGREEMENT

Taylor Fuller

SIGNATURE OF ABOVE INDIVIDUAL

Robert Fuller

SECONDARY PERSON AUTHORIZED TO EXECUTE  
A FINANCIAL/BANKING AGREEMENT

Robert Fuller

SIGNATURE OF ABOVE INDIVIDUAL

www.ARESBuild.com

WEBSITE ADDRESS

The Woodlands

CITY

TX 77381

STATE / ZIP

Chief Financial Officer

TITLE

(281)615-5754

TELEPHONE #

taylor@aresbuild.com

EMAIL ADDRESS

Managing Member

TITLE

(281)682-9887

TELEPHONE #

bobby@aresbuild.com

EMAIL ADDRESS

**REMITTANCE INFORMATION**

ARES Construction, LLC

REMIT TO NAME (If different from above)

PO BOX 3688

REMIT TO ADDRESS

Kara Edwards, Accountant

CONTACT PERSON/TITLE

accounting@aresbuild.com

EMAIL ADDRESS

Baytown

CITY

TX 77522

STATE / ZIP

(713) 894-8974

TELEPHONE #

FACSIMILE #

Is this the only remit address you have?  Yes  No

If no, please provide information:

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bowen, Miclette & Britt Insurance Agency, LLC 2800 North Loop West, Suite 1100 Houston TX 77092	<b>CONTACT NAME:</b> Tina Xayasane	
	<b>PHONE (A/C, No, Ext):</b> 713-880-7100	<b>FAX (A/C, No):</b> 713-880-7166
	<b>E-MAIL ADDRESS:</b> txayasane@bmbinc.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Upland Specialty Insurance Company	
<b>INSURED</b> Ares Construction, LLC PO Box 3688 Baytown TX 77522	<b>ARESCONSTR</b>	<b>INSURER B :</b> State Automobile Mutual Insurance Co
		<b>INSURER C :</b> Convex Insurance UK Limited
		<b>INSURER D :</b> Argonaut Insurance Co
		<b>INSURER E :</b> Texas Mutual Insurance Company
		<b>INSURER F :</b> Westchester Surplus Lines Insurance

## COVERAGES

**CERTIFICATE NUMBER: 1209786824**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

EXCLUSIONS AND CONDITIONS OF THIS POLICY. LIMITS OWNED MAY HAVE BEEN REDUCED BY THIS POLICY.				POLICY EFF (MM/DD/YYYY)		POLICY EXP (MM/DD/YYYY)		LIMITS												
INSR LTR	TYPE OF INSURANCE		ADDL SUBR INSD WVD	POLICY NUMBER																
A	X	COMMERCIAL GENERAL LIABILITY		Y	Y	USPCL0229725		1/26/2025	1/26/2026	EACH OCCURRENCE	\$ 1,000,000									
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000									
										MED EXP (Any one person)	\$ Excluded									
										PERSONAL & ADV INJURY	\$ 1,000,000									
		GEN'L AGGREGATE LIMIT APPLIES PER:								GENERAL AGGREGATE	\$ 2,000,000									
		POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC								PRODUCTS - COMP/OP AGG	\$ 2,000,000									
		OTHER:									\$									
B	AUTOMOBILE LIABILITY			Y	Y	10050035CA		12/8/2024	12/8/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000									
	X	ANY AUTO								BODILY INJURY (Per person)	\$									
		OWNED AUTOS ONLY								BODILY INJURY (Per accident)	\$									
		HIRED AUTOS ONLY								PROPERTY DAMAGE (Per accident)	\$									
											\$									
C	UMBRELLA LIAB		X	OCCUR		Y	Y	XSC000078-0125		1/26/2025	1/26/2026									
	X	EXCESS LIAB		CLAIMS-MADE						EACH OCCURRENCE	\$ 2,000,000									
										AGGREGATE	\$ 2,000,000									
		DED <input type="checkbox"/> RETENTION \$									\$									
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y / N	Y / N / A	92-918-875195-4 0002026534		1/26/2025 1/26/2025	1/26/2026 1/26/2026	X	PER STATUTE	OTH-ER								
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)									E.L. EACH ACCIDENT	\$ 1,000,000									
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000									
										E.L. DISEASE - POLICY LIMIT	\$ 1,000,000									
F	Contractors Pollution Liability					G74408400002		1/26/2025	1/26/2026	Per Occurrence Aggregate	1,000,000 2,000,000									

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: Contact Person Shown Above.

General Liability Per Project Aggregate capped at \$5,000,000

General Liability:  
Blanket additional insured Ongoing Operations per form #CG 20 10 12 19  
See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

\*\*SPECIMEN\*\*

**SPECIMEN**  
For Informational/Bid Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

Edward G. H.

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## ADDITIONAL REMARKS SCHEDULE

AGENCY Bowen, Miclette & Britt Insurance Agency, LLC		NAMED INSURED Ares Construction, LLC PO Box 3688 Baytown TX 77522
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Blanket additional insured Completed Operations per form #CG 20 37 12 19

Blanket waiver of subrogation per form #CG 24 04 12 19

Blanket primary/non-contributory per form #CL 00 16 07 21

Automobile:

Blanket additional insured per form #BA3000 12 15

Blanket waiver of subrogation per form #BA3000 12 15

Worker's Compensation:

Blanket waiver of subrogation per form #WC420304B (TX); WC000313

Excess Liability:

Blanket additional insured per form #XSC-300 07/23

Blanket waiver of subrogation per form #XSC-300 07/23

Blanket primary/non-contributory per form #XSC-300 07/23

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations and completed operations for which you have agreed in a written and executed contract prior to an "occurrence."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1.** Required by the contract or agreement; or

- 2.** Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations and completed operations for which you have agreed in a written and executed contract prior to an "occurrence."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

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

## Specific Instructions

### Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

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

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

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

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

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

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

### Line 2

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

### Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

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

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The actual owner <sup>1</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The owner <sup>3</sup>
	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

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

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

## Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

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

## Privacy Act Notice

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

# Exhibit B – Vendor Response (Reconstruction Services)

RFSQ #25-59 – Brazoria County

Qualifications for Residential Home Reconstruction



# Executive Summary

ARES Construction, LLC ('ARES') is a Texas-based SBA-certified Veteran Owned Small Business (VOSB) with a proven record of delivering high-quality residential reconstruction in federally funded disaster recovery programs. Since 2019, ARES has successfully completed 550+ single family home reconstruction, rehabilitation, and mobile home replacement projects across Texas, Louisiana, Florida, and Alabama. ARES combines the agility and accountability of a small business with the resources and expertise of a seasoned Tier 1 disaster recovery contractor.

With a bonding capacity of \$15 million, robust insurance coverage, and a dedicated management structure, ARES is fully prepared to support Brazoria County in rebuilding safe, resilient homes for FEMA Harvey Disaster Funding Recipients. ARES's local office is in The Woodlands, Texas ensuring rapid mobilization, direct homeowner support, and continuous communication with county officials.

ARES is committed to compliance, transparency, and superior performance, guided by its mission to be the most dependable disaster recovery prime contractor along the Gulf Coast. By selecting ARES, Brazoria County and its residents will gain a trusted partner that brings financial strength, veteran leadership, and a proven ability to deliver reconstruction projects on time, within budget, and in full compliance with federal, state, and local requirements.

# RFSQ Requirements & ARES Qualifications

Category	RFSQ Requirement (Points)	ARES Construction Qualifications
<b>Experience &amp; Qualifications (40 pts)</b>	At least 3 years of federally funded housing recovery experience; Demonstrated track record in reconstruction.	Harris County Homeowner Assistance Program (TX GLO, Harvey) – 266 reconstructions (2019–2022)- Restore Louisiana 2020 (OCD, Imelda) – Ongoing, active reconstructions (2023–present)- ADECA HRAP Alabama (Sally/Zeta) – 2 reconstructions (2023)- Hurricane Michael (Florida DEO) – 15 reconstructions (2022–2023) Approximately 550+ projects completed since 2019
<b>Capabilities &amp; Capacity (25 pts)</b>	Financial strength, bonding, insurance, staffing, ability to handle multiple concurrent projects.	Bonding capacity: \$15 million- Insurance: Meets/exceeds County requirements (COI provided)- Local Office: The Woodlands, TX (quick mobilization)- Capacity: 10–15 reconstruction <b>starts</b> per month at peak- Staff ratio: 4–8 homes per superintendent
<b>Methodology (15 pts)</b>	Standardized reconstruction process; compliance with FEMA, HUD, ASCE 24-14, TWIA, 2025 IRC; ability to meet milestones (20/40/30/10).	Proven workflow: pre-construction → construction → closeout  Systems: BuilderTrend® project management + ARES "Command Center" model- Experience managing FEMA/HUD inspection and milestone draw requirements
<b>References (10 pts)</b>	Past performance with reputable program managers or state/local agencies.	Lemoine Disaster Recovery – Harvey, Louisiana, Alabama- Tegrity Homes – Harvey program (Texas GLO)- Ducky Recovery – Harvey program (Texas) ✓ All directly tied to FEMA/HUD recovery
<b>Warranties (10 pts)</b>	10/2/1 warranty: 10 years structural, 2 years systems, 1 year workmanship.	Provides 10/2/1 warranty through third-party warranty provider- Dedicated Warranty Coordinator for homeowner support- Commitment to resolving valid claims within 1 week whenever possible

# Key Qualifications & Capabilities

ARES Construction stands out with robust qualifications and a proven track record, combining extensive experience with advanced operational capabilities to deliver superior disaster recovery services. Our commitment to excellence is reflected in every aspect of our work, from project management to financial strength and strategic partnerships.



## 550+ Projects Completed

Successfully delivered construction projects since 2019.



## \$15 Million Bonding

Strong financial capacity to undertake large-scale reconstruction efforts.



## SBA Certified VOSB

A veteran-owned small business recognized for agility and accountability.



## Multi-State Operations

Active in Texas, Louisiana, Florida, and Alabama disaster recovery programs.



## 10-15 Projects/Month

Demonstrated capacity for rapid and efficient residential reconstruction.



## Licensed in Multiple States

Ensuring full compliance and operational readiness across regions.



## BuilderTrend Platform

Utilizing industry-leading technology for seamless project management.



## "Command Center" Model

Our unique management approach for streamlined, effective operations.

# Experience & Qualifications (40 pts)

ARES Construction has extensive experience in federally funded housing recovery programs. Since 2019, ARES and its Team has completed 600 plus reconstruction and rehabilitation projects of single family homes and Mobile Home Units (MHUs), demonstrating expertise in disaster recovery housing at scale.



## ARES Construction CDBG-DR Participation

### CDBG-DR Texas (TX GLO)

Reconstruction homes damaged by Hurricane Harvey from 2019 through 2022.

- Reconstruction Projects Completed: Approximately 266
- Period of Performance: 2019 through 2022

### ADECA HRAP Alabama

Reconstruction of homes damaged by Hurricane Sally & Zeta.

- Reconstruction Projects Completed: 2
- Period of Performance: 2023

### Hurricane Michael Program (Florida DEO)

Provided reconstruction, rehabilitation, and MHU replacement services in the Florida Panhandle.

- Reconstruction Projects Completed: Approximately 15
- Period of Performance: 2022 through 2023

### Restore Louisiana (Louisiana OCD)

Reconstruction and Rehabilitation of homes damaged by Hurricane Imelda from 2023 to present.

- Reconstruction Projects Completed: 64 (40 actively in construction)
- Period of Performance: 2023 through Current

### Terrebonne Parish FEMA Projects

Reconstruction and Rehabilitation of homes damaged by Hurricane Imelda

- Reconstruction Projects Completed: 2
- Period of Performance: 2025 (Currently Participating)

This portfolio highlights experience across multiple states and disaster events.



**ARES Construction Grant Program History:** ARES has never been dismissed from a Grant Program.

# ARES Construction - Project Example

Witness the meticulous craftsmanship and dedicated project management that defines ARES Construction. This gallery showcases the complete transformation process of a residential reconstruction project, from the initial damaged state to a beautifully completed home, highlighting our quality and expertise at every stage.



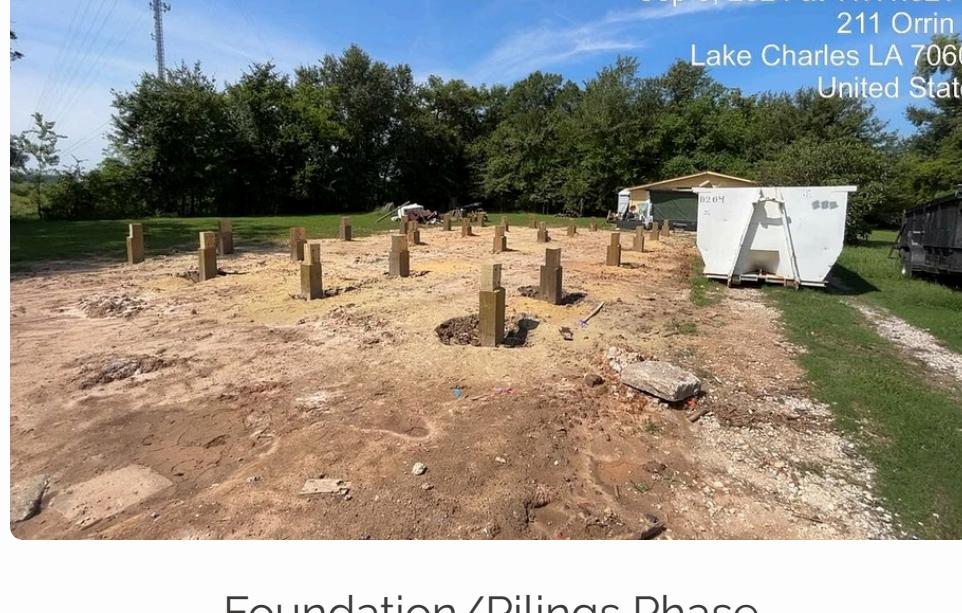
Initial Site Visit

The initial state of a home, showing damage before reconstruction begins.



Demolition

Demolition and removal of the existing structure



Foundation/Pilings Phase

Re-establishing a strong and stable foundation, ensuring the structural integrity of the home.



Subfloor

Subfloor installation



Framing Phase

The skeletal structure of the home takes shape, defining rooms and spaces.



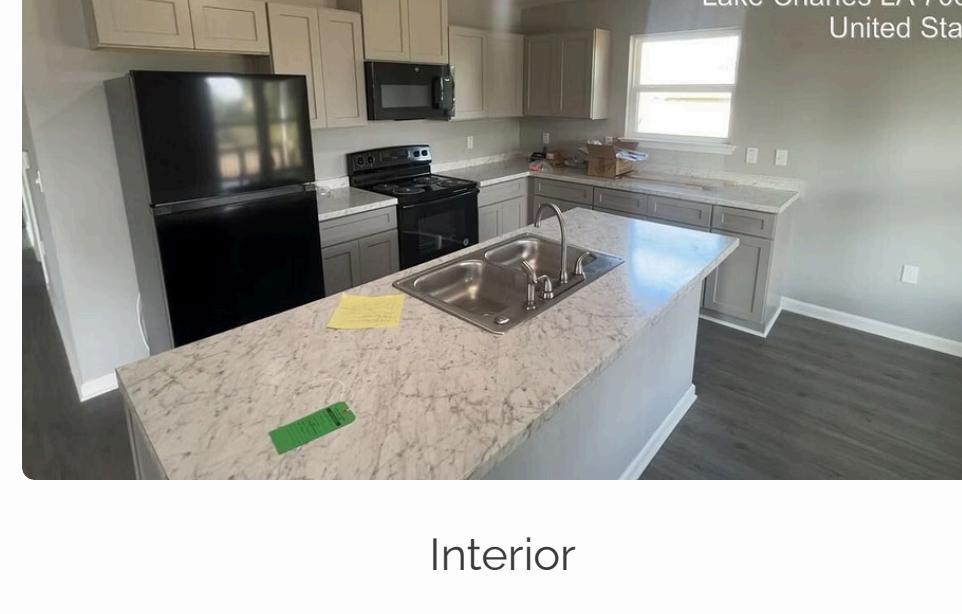
Sheathing/Decking

Detailed framing for interior walls and structural elements.



Exterior

The exterior of the home showcasing the new facade and roofing.



Interior

A modern and functional kitchen, ready for use.



Completion

The final touches applied to the house, creating a comfortable living space.

This visual journey demonstrates ARES Construction's dedication to restoring homes with quality and efficiency, from the ground up to the final interior details.

# ARES Leadership Team - Experience

Name	Current Role	Key Experience Highlights
<b>Robert Fuller</b>	Co-Founder & Managing Member	20+ years entrepreneurial leadership; U.S. Navy SEAL veteran. Co-founded ARES Construction- Delivered 400+ federal program homes- Built ARES "Command Center" model
<b>Eric M. Counts</b>	Member & Operations	30+ years in executive leadership, operations, and construction. Former COO/CEO in oil & gas services- Executive Committee leadership- Negotiation and turnaround expertise
<b>Taylor Fuller</b>	Member & CFO	10+ years financial & compliance management. CFO of ARES & Poseidon Construction- \$750M tribal asset management- \$700M+ development financing. License Holder in Louisiana, Alabama, and North Carolina.
<b>Blake Aucoin</b>	Superintendent / Project Manager	5 years in residential & commercial construction, disaster response. Superintendent, DSW Homes (Harvey)- PM for RJS Disaster Response (Puerto Rico)- B.S. in Management (2019)
<b>Kyle Blackwell</b>	Director of Operations / Safety	Former U.S. Navy SEAL; extensive fire safety & operations leadership. SEAL Team veteran, sniper, breacher- Fire/Rescue project manager- Systems/operations development
<b>Kara Edwards</b>	Office Manager / Project Coordinator	25+ years construction office & project management. Estimating, budgeting, AP/AR, compliance- Strong background in contracts and subcontracts- Led coordination across multiple firms
<b>JoAnn Gisclair</b>	Senior Project Manager	Navy veteran; 10+ years in disaster recovery housing. Senior PM at ARES since 2022- Superintendent for Lemoine (Harvey)- Licensed GC in LA & AL- Led projects in TX, LA, NC
<b>Dean Newton</b>	Project Manager / Operations	Disaster recovery, reconstruction, and retail construction. Managed 60+ home reconstructions (Laura/Delta)- Project data/ops for KDF (Ida/Ian, tornadoes)- Certified in WRT, Xactimate, Encircle
<b>April Masciarelli</b>	Project Administrator	25+ years in logistics
<b>Jeff Ballard</b>	Superintendent / Project Manager	30+ years in construction operations. Former Navy Corpsman and owner of commercial roofing company.

# ARES Leadership Team - Responsibilities

Employee	Role	Key Responsibilities
Robert Fuller	Managing Member	<ul style="list-style-type: none"> <li>- Executive oversight of all ARES programs</li> <li>- Federal/state/local compliance</li> <li>- Liaison with program managers Ensures Command Center workflow is followed</li> </ul>
Taylor Fuller	CFO / Member	<ul style="list-style-type: none"> <li>- Financial management &amp; compliance</li> <li>- Bonding, insurance, and capital planning</li> <li>- Oversees accounting/reporting systems</li> <li>- Financial liaison with Brazoria County</li> </ul>
Eric Counts	Vice President	<ul style="list-style-type: none"> <li>- Strategic operations leadership</li> <li>- Risk management and P&amp;L oversight</li> <li>- Ensures program targets are met</li> <li>- Trains field/admin managers</li> </ul>
JoAnn Gisclair	Senior Project Manager	<ul style="list-style-type: none"> <li>- Manages multiple reconstruction projects</li> <li>- Oversees budgets, bids, and scopes</li> <li>- Coordinates engineers/site plans</li> <li>- Reviews change orders &amp; reporting</li> <li>- Client meetings and County reporting</li> </ul>
Dean Newton	Project Manager	<ul style="list-style-type: none"> <li>- Primary Homeowner liaison</li> <li>- Maintains project schedules &amp; milestones</li> <li>- Conducts site visits and homeowner communication logs</li> <li>- Oversees final walkthroughs &amp; QC</li> <li>- Coordinates warranty items</li> </ul>
Blake Aucoin	Superintendent / PM	<ul style="list-style-type: none"> <li>- Daily onsite supervision</li> <li>- Maintains BuilderTrend with notes, photos, schedules</li> <li>- Oversees inspections, site safety, and materials</li> <li>- Manages subcontractor performance</li> <li>- Processes change orders</li> </ul>
Kyle Blackwell	Operations Manager / Safety	<ul style="list-style-type: none"> <li>- Maintains BuilderTrend with notes, photos, schedules</li> <li>- Oversees inspections, site safety, and materials</li> <li>- Manages subcontractor performance</li> <li>- Leads site safety &amp; subcontractor compliance</li> </ul>
Kara Edwards	Office Manager / Project Coordinator	<ul style="list-style-type: none"> <li>- Accounts Payable / Accounts Receivable</li> <li>- Payroll processing and job cost tracking</li> <li>- Budget monitoring and financial reporting support</li> <li>- Assists CFO with audit and compliance documentation</li> <li>- Maintains vendor files and lien waivers</li> </ul>

# Capabilities & Capacity (25 pts)

## Bonding & Financial Strength

\$15 million bonding capacity, financial stability, and access to capital for cash flow on large assignments.

## Insurance

Adequate coverages, including Builder's Risk and General Liability (policy limits provided separately).

## Local Presence

Brazoria County operations supported from its Headquarters located at 4200 Research Forest Dr Ste 500, The Woodlands, TX 77381-4224, with mailing address PO BOX 3688, Baytown, TX 77522.

## SBA Certified Veteran Owned Small Business

As a VOSB, ARES provides added value to the County's contractor pool by aligning with state and federal initiatives that support veteran participation.

## Staffing & Oversight

Superintendent-to-project ratio of 4–8 homes per superintendent, with quality control, safety, and warranty staff integrated into every project.

## Technology

BuilderTrend® project management platform and ARES' Command Center model ensure accurate scheduling, transparent reporting, and efficient trade management.

## Capacity

Proven ability to deliver 10–15 reconstructions per month at peak production.

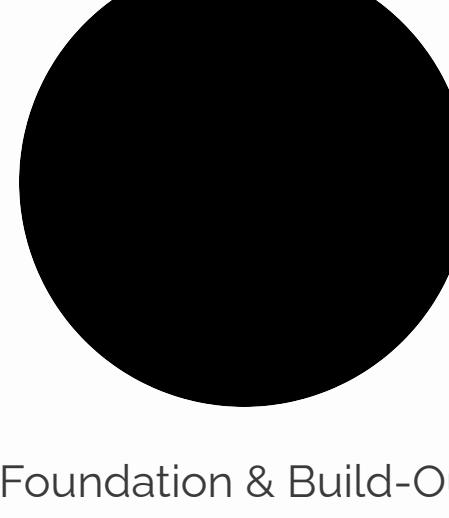
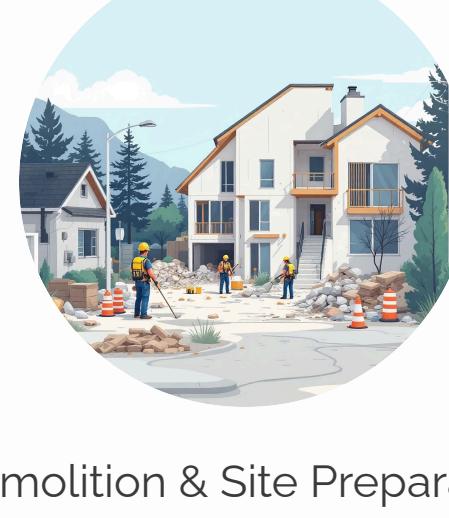
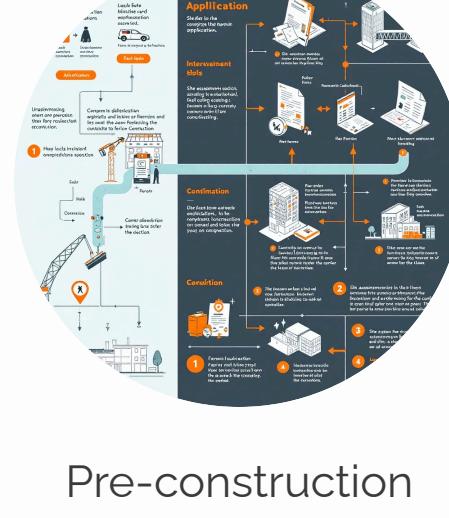
## CDBG/HUD/FEMA

ARES has been participating in Federally Funded projects along the Gulf Coast since 2019 and has successfully completed 550+ government projects since its inception.



# Methodology (15 pts)

ARES applies a standardized and proven workflow to reconstruction projects, ensuring efficiency, quality, and strict adherence to all regulatory requirements. Our comprehensive approach integrates robust project management, continuous quality control, and proactive stakeholder coordination from start to finish.



## Pre-construction

This critical initial phase involves comprehensive site assessments to understand existing conditions, detailed permitting processes with local authorities, and thorough scope validation to align with homeowner needs and program guidelines. We meticulously review all federal and local standards, including FEMA guidelines and Brazoria County building codes, ensuring all design and planning documents meet the highest compliance criteria. Stakeholder coordination begins here with initial meetings to establish clear communication channels with homeowners, county representatives, and all relevant agencies. Required documentation includes detailed project plans, permit applications, compliance checklists, and initial risk assessments.

## Demolition & Site Preparation

During this phase, ARES manages all aspects of site readiness, beginning with precise utility coordination to ensure safety and prevent disruptions. Debris removal is conducted efficiently and responsibly, adhering to environmental regulations for waste disposal. A critical component is environmental hazard mitigation, specifically for lead and asbestos, where certified professionals follow strict protocols for assessment, containment, and removal. All activities are documented with daily reports, photo logs, and safety checklists, ensuring compliance with OSHA standards and local environmental protection laws. Regular communication is maintained with affected neighbors and county officials regarding timelines and potential impacts.

## Foundation & Build-Out

The core construction phase focuses on building resilient homes. This includes the construction of new elevated foundations designed to exceed FEMA floodplain standards, followed by the complete build-out of homes in strict accordance with the 2025 International Residential Code (IRC) and specific Brazoria County codes. Our project management team implements detailed scheduling and resource allocation using the BuilderTrend® platform for real-time tracking. Quality assurance is integrated through regular inspections, material verification, and adherence to approved architectural plans. We coordinate with local building inspectors for all required inspections, and all progress is meticulously documented with daily logs, progress reports, and material certifications to ensure federal and local standard compliance.



## Quality Control & Inspections

ARES's rigorous Quality Control (QC) program ensures every aspect of the reconstruction meets or exceeds expectations. This phase involves:

- Daily Logs & Superintendent Oversight:** On-site superintendents conduct daily checks, documenting progress, identifying potential issues, and ensuring adherence to project specifications and safety protocols.
- Regular QC Reviews:** Our dedicated QC staff performs scheduled reviews at critical milestones, using detailed checklists to verify workmanship and material quality.
- Third-Party Inspections:** In addition to county inspections, ARES may facilitate independent third-party inspections for specialized systems or structural integrity, providing an added layer of assurance.
- Defect Tracking & Resolution:** Any identified deficiencies are immediately logged, assigned for resolution, and tracked until satisfactory completion, ensuring no compromise on quality.
- Milestone Inspections:** Coordination with Brazoria County and federal agencies for all required milestone inspections, ensuring every stage of construction is approved before proceeding.

This proactive approach guarantees compliance with all building codes, grant requirements, and ARES's high-quality standards.

## Closeout & Handover

The final phase ensures a smooth transition for the homeowner and official project closure. This includes securing the Certificate of Occupancy (CO) from Brazoria County, signifying the home is safe and ready for habitation. A comprehensive homeowner walkthrough is conducted, allowing the homeowner to inspect the finished product and ask any questions. We provide a detailed warranty orientation, explaining coverages and how to initiate any warranty claims. All final documentation, including lien waivers from subcontractors, final inspection reports, and as-built drawings, is compiled and submitted to the county and homeowner. This meticulous closeout process ensures complete transparency, compliance with all contractual obligations, and homeowner satisfaction.

# References & Warranties

## References (10 pts)

ARES has successfully partnered with leading disaster recovery program managers and general contractors on FEMA- and HUD-funded reconstruction programs across multiple states:

- **Lemoine Disaster Recovery** – Reconstruction projects under Hurricane Harvey programs in Texas, as well as CDBG-DR programs in Louisiana and Alabama.
- **Tegrity Homes** – Reconstruction of disaster-damaged homes as part of the Hurricane Harvey Program (Texas GLO).
- **Ducky Recovery** – Reconstruction services for disaster-damaged homes under the Hurricane Harvey Program (Texas GLO).

## Warranties (10 pts)

ARES provides a one-year warranty on workmanship and materials, a 2 year warranty on MEPs, and a 10-year structural warranty on completed projects.

- Homeowners receive warranty documentation and claim instructions at project closeout.
- Claims are logged and tracked by a dedicated Warranty Coordinator to ensure resolution within one week whenever possible.
- ARES covers all costs associated with valid warranty claims and coordinates directly with homeowners to provide timely resolution.

# Project Schedule Overview

## Pre-Construction

- Notice to Proceed (NTP)  
3 days (5/2/2025 - 5/5/2025)
- Survey, Elevation Certificate, and GeoTech  
12 days (5/3/2025 - 5/16/2025)
- Initial Site Visit  
7 days (5/6/2025 - 5/13/2025)
- Engineered Drawings  
12 days (5/17/2025 - 5/31/2025)
- Homeowner Moveout  
20 days (6/2/2025 - 6/24/2025)
- Permitting  
20 days (6/2/2025 - 6/24/2025)
- Notice to Construct (NTC)  
1 day (6/25/2025 - 6/25/2025)

## Site Preparation

- Prepare Site for Demolition  
3 days (6/26/2025 - 6/28/2025)
- Site Demolition  
3 days (6/30/2025 - 7/2/2025)
- Rough Grade/Site Cleanup  
1 day (7/3/2025 - 7/3/2025)
- Dumpster Delivery  
1 day (7/5/2025 - 7/5/2025)
- Mark Corners  
2 days (7/5/2025 - 7/7/2025)

## Foundation

- Install Foundation  
3 days (7/8/2025 - 7/10/2025)
- Set Benchmark  
1 day (7/11/2025 - 7/11/2025)

## Framing

- Foundation Inspection  
1 day (7/10/2025 - 7/10/2025)
- Subfloor Framing  
3 days (7/12/2025 - 7/15/2025)
- Rough Framing  
3 days (7/16/2025 - 7/18/2025)
- Rough Framing Inspection  
1 day (7/19/2025 - 7/19/2025)
- Sheathing/Decking  
2 days (7/21/2025 - 7/22/2025)
- Door & Window Install  
1 day (7/23/2025 - 7/23/2025)
- Nail Pattern Inspection  
1 day (7/24/2025 - 7/24/2025)
- Felt & Tape  
1 day (7/25/2025 - 7/25/2025)
- Siding  
2 days (7/25/2025 - 7/26/2025)
- Exterior Paint  
2 days (7/28/2025 - 7/29/2025)
- Roof Install  
1 day (7/31/2025 - 7/31/2025)

## MEP Rough

- Plumbing Rough-In  
1 day (7/28/2025 - 7/28/2025)
- Mechanical Rough-In  
1 day (7/29/2025 - 7/29/2025)
- Electrical Rough-In  
1 day (7/30/2025 - 7/30/2025)
- Fortified Gold - Inspection  
1 day (8/1/2025 - 8/1/2025)
- MEPs & Framing Inspection  
1 day (8/1/2025 - 8/1/2025)
- Electrical Trim Out  
1 day (8/16/2025 - 8/16/2025)
- Mechanical Trim-Out  
1 day (8/16/2025 - 8/16/2025)
- Plumbing Trim out  
1 day (8/16/2025 - 8/16/2025)
- Power Release Inspection (Electrical Final)  
1 day (8/18/2025 - 8/18/2025)
- Install Electrical Meter  
1 day (8/27/2025 - 8/27/2025)
- Electric Hot Check  
1 day (8/30/2025 - 8/30/2025)

## Flatwork

- Septic Install (If Applicable)  
1 day (8/1/2025 - 8/1/2025)
- Install Ramp, Porch, Lattice  
2 days (8/6/2025 - 8/7/2025)
- Flatwork  
8 days (8/8/2025 - 8/16/2025)
- Termite Treatment  
1 day (8/8/2025 - 8/8/2025)
- Final Grade  
1 day (8/18/2025 - 8/18/2025)
- SOD Install  
1 day (8/19/2025 - 8/19/2025)

## Interior Finish

- Insulation/Poly Baffle  
1 day (8/2/2025 - 8/2/2025)
- Insulation Inspection  
1 day (8/4/2025 - 8/4/2025)
- Cabinet Measurements  
1 day (8/5/2025 - 8/5/2025)
- Drywall-Hang, Tape, Float, Texture  
4 days (8/5/2025 - 8/8/2025)
- Interior Doors & Trim  
2 days (8/9/2025 - 8/11/2025)
- Interior Paint  
2 days (8/12/2025 - 8/13/2025)
- Cabinets  
1 day (8/14/2025 - 8/14/2025)
- Flooring  
1 day (8/15/2025 - 8/15/2025)
- Appliances  
1 day (8/18/2025 - 8/18/2025)
- Final Trim Install  
1 day (8/18/2025 - 8/18/2025)
- Hurricane Shutters  
1 day (8/18/2025 - 8/18/2025)
- HVAC Start-up  
1 day (9/1/2025 - 9/1/2025)
- Final Insulation  
1 day (9/2/2025 - 9/2/2025)

## Project Closeout

- Final Municipal Inspection  
1 day (9/3/2025 - 9/3/2025)
- Final Punch  
2 days (9/3/2025 - 9/4/2025)
- Project Closeout  
1 day (9/4/2025 - 9/4/2025)
- Final Clean  
1 day (9/5/2025 - 9/5/2025)
- Pre-final Inspection  
1 day (9/5/2025 - 9/5/2025)
- Program Final  
1 day (9/6/2025 - 9/6/2025)

# Operational Excellence & Project Management



## Cost Control

ARES utilizes QuickBooks Online and BuilderTrend to manage all project related expenses. Each job is bought out before the start of the project ensuring complete cost control. Each Vendor is issued a Purchase Order before commencement of work which includes job address, scope of work, and total price for the work. Upon either progress completion or final completion, the vendor bills are reconciled against the Purchase Order before payment.



## Homeowner Relationships

ARES begins building the relationship at the beginning of each project by establishing clear guidelines for how the program operates and how information flows during the project. ARES has a dedicated homeowner contact, so the homeowner can call the same person each time which provides consistency and comfort. All pertinent communication is captured via communication logs in BuilderTrend for reference by the project team and the program if needed.



## Local Building Costs

ARES has been building in Texas since 2019 and is intimately familiar with local pricing.



## Quality of Work

ARES has been consistently complimented by construction managers, program inspections, municipal inspectors, homeowners, and other vendors that ARES commitment to quality is at the tip of the spear in the program. This is substantiated by the relatively low number of warranty claims post completion in the programs.



## Compliance with Work Schedule

ARES has been operating using the same scheduling system for years with a proven track record for completing reconstruction projects on time. This software allows for tracking applicable delays and providing a variance report for any deviations from the project schedule. In general, once demolition has begun, it takes ARES approximately 90 days to get the certificate of occupancy.

# Subcontractor Management & Payment Terms

The conditions and schedule for payments of ARES subcontractors. All subcontracts are required to meet the following requirements:



## Vendor Required Documentation

- Master Service Agreement (MSA) on file for corresponding program
- Current Certificate of Insurance showing coverage for General Liability and Workers Compensation
- In Texas, if they do not carry Workers Compensation, a current Form 83 will be on file
- Current W9



## Billing Requirements/Terms for Subcontractors

- All vendor bills are reviewed by Accounting and Project Management Team for accuracy. ARES utilizes a Purchase Order system through BuilderTrend and has a "buy-out" completed before the start of each project.
- ARES pays due bills each Friday via Electronic Funds Transfer
- Vendors are required to sign either a conditional lien waiver (for progress payments) or a final lien waiver upon completion of the Purchase Order.



## ARES Local Trade Base

ARES has been operating (and is currently operating) in Texas since 2019. The vendors being used for Brazoria have been vetted through experience in previous projects. ARES maintains its relationship by paying on time, removing ambiguity of project scope and price, and providing daily operational support. Vendor Trade References are available upon request.

# Exceptions, Addenda & Signature

## Exceptions & Addenda

- **Exceptions:** ARES Construction, LLC has no exceptions to the standard terms & conditions or special requirements of this RFSQ.
- **Addenda:** ARES acknowledges receipt and inclusion of Addendum No. 1, Addendum No. 2, and Addendum No. 3 as part of this submission.

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## Signature

Signature: *Taylor Fuller*

Printed Name: **Taylor Fuller**

Title: **Member & Chief Financial Officer**

Date: 10/20/2025

# BRAZORIA COUNTY ADDENDUM NUMBER 1

## RFSQ #25-59 Qualifications for a Contractor Pool for Residential Home Elevations and Or Reconstruction for FEMA Harvey Disaster Funding Recipients

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFSQ PACKAGE.

This Addendum modifies the RFSQ #25-59 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: "How many projects are anticipated to be performed in this program?"  
Brazoria County Answer: The grant was originally estimated to fund the elevation of approximately **300 homes**. The exact number ultimately completed will depend on final project eligibility determinations and approvals by TDEM and FEMA.
  - 2.2 Vendor Question: "If a project is initially scheduled to be an elevation and it is determined not to be able to be elevated, will the contractor assigned the elevation be automatically awarded the reconstruction should the homeowner pursue reconstruction?"  
Brazoria County Answer: Contractors are **not pre-assigned** in the Brazoria County Elevation Program. Once a home is determined to be structurally suitable for elevation, contractors are invited to participate in a bid walk. The homeowner then selects their contractor based on the submitted bids. If reconstruction is necessary instead of elevation, the same open bidding and homeowner selection process applies.
3. All other terms and conditions of the RFSQ are to remain unchanged.

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

ARES Construction, LLC

---

LEGAL NAME OF CONTRACTING COMPANY

(281) 615-5754

---

TELEPHONE NUMBER

*Taylor Fuller*

---

SIGNATURE

---

FACSIMILE NUMBER

Taylor Fuller, Chief Financial Officer

---

NAME AND TITLE PRINTED

\*Addendum approved by:

*Susan P. Serrano*

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Susan P. Serrano, CPPO, CPPB  
County Purchasing Director

10/20/2025

---

Date

# BRAZORIA COUNTY ADDENDUM NUMBER 2

## RFSQ #25-59 Qualifications for a Contractor Pool for Residential Home Elevations and Or Reconstruction for FEMA Harvey Disaster Funding Recipients

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFSQ PACKAGE.

This Addendum modifies the RFSQ #25-59 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: "**Project Assignment** - How will individual projects be awarded to contractors within the pool (rotation, mini-bids, capacity ranking, or at County discretion)?"

Brazoria County Answer: Individual projects will be awarded to contractors based on **homeowner selection following the bid walk process**. Contractors within the pool will be invited to participate in bid walks, and homeowners will select their contractor based on the bids received.
  - 2.2 Vendor Question: "Bonding Requirements - Will Performance and Payment Bonds be required at 100% of each work order value, or will bonding requirements vary depending on the scope of a single-family project?"

Brazoria County Answer: Yes, **Performance and Payment Bonds will be required for 100% of the full construction amount** and are required for each project that you are awarded.
  - 2.3 Vendor Question: "Payment Terms - The RFSQ specifies milestone payments (20/40/30/10). Will any mobilization or advance payment be available at the beginning of each project?

Brazoria County Answer: No advance or mobilization payments will be made. Payments will follow the milestone structure outlined in the RFSQ (20/40/30/10). Once the necessary documentation is received for each milestone, payment authorization will be issued by the County. Additionally, **no work may begin until a valid purchase order for the full construction amount has been issued by the County**.
  - 2.4 Vendor Question: "**Subcontracting & HUB/MBE Participation**
    1. Is there a maximum percentage allowed for subcontracting?
    2. Will the County require specific HUB/MBE/DBE participation goals on each work order?"

Brazoria County Answer: There is no maximum percentage allowed for subcontracting. In addition, the County does not have a HUB/MBE or DBE participation goal. The County encourages the use of HUB/MBE and DBEs.
  - 2.5 Vendor Question: "**Debris & Hazardous Materials Disposal** - Will Brazoria County designate approved disposal sites for demolition debris and asbestos, or must contractors arrange and pay for all disposal independently?"

Brazoria County Answer: Disposal is included in the contractor's construction bid and will be the responsibility of the contractor. Contractors are required to arrange for and pay all costs associated with the transportation and disposal of demolition debris,

asbestos and any other hazardous materials in accordance with all applicable federal, state and local regulations.

2.6 Vendor Question: **“Submission & Notarization** - For Exhibit A documents requiring notarization (e.g., Non-Collusion Affidavit), will electronic notarization/e-signatures be accepted, or must wet ink originals be submitted?”

Brazoria County Answer: Vendors should print out the specific form that requires a notary signature and stamp and then include the document with their Exhibit A when it's uploaded into Bonfire.

2.7 Vendor Question: **“Vendor Response (Exhibit B)** - For demonstrating past performance, do you require a specific format (e.g., contract amount, client contact details) or will narrative descriptions with project photos and references be acceptable?”

Brazoria County Answer: You can include a narrative description with photos, contract amount and client details.

3. All other terms and conditions of the RFSQ are to remain unchanged.

Please refer any questions regarding this RFSQ to the Brazoria County Purchasing Department at (979) 864-1825 or [bidclarifications@brazoriacountytexas.gov](mailto:bidclarifications@brazoriacountytexas.gov).

ARES Construction, LLC

**LEGAL NAME OF CONTRACTING COMPANY**

(281) 615-5754

**TELEPHONE NUMBER**

Taylor Fuller

**SIGNATURE**

**FACSIMILE NUMBER**

Taylor Fuller, Chief Financial Officer

**NAME AND TITLE PRINTED**

\*Addendum approved by:



10/06/2025

Susan P. Serrano, CPPO, CPPB  
County Purchasing Director

**Date**

# BRAZORIA COUNTY ADDENDUM NUMBER 3

## RFSQ #25-59 Qualifications for a Contractor Pool for Residential Home Elevations and Or Reconstruction for FEMA Harvey Disaster Funding Recipients

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFSQ PACKAGE.

This Addendum modifies the RFSQ #25-59 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: "Separate Contractor Pools – Will the procurement result in the creation of two distinct contractor pools-one for Structural Home Elevation (lifting existing residential structures) and one for Reconstruction (newly built elevation foundations)?"

Brazoria County Answer: Yes, the intent of this RFSQ is for the County to add to an existing pool of contractors for elevation services and reconstruction services. Contractors can submit their qualifications for either service or both.

2.2 Vendor Question: "Scoring for Single Program Applicants-If a firm applies to provide services under only one program area-either Structural Home Elevation or Reconstruction-will the evaluation process adjust scoring accordingly? Or will the firm be at a disadvantage for not being eligible for the full potential point total (e.g. up to 200 points) associated with addressing both areas?"

Brazoria County Answer: Vendors will be scored against the evaluation criteria for the service that they are submitting to. Vendors who submit to just one service will not be at a disadvantage for not being eligible for full potential points.

2.3 Vendor Question: "Retainage-For the home elevation program-could you please clarify the rationale for applying a 5% retainage per milestone, while no retainage appears to be held under the Reconstruction Program milestones? We would appreciate understanding the reasoning behind this distinction in payment terms between the two program types?"

Brazoria County Answer: For the **Elevation Program**, a 5% retainage is applied **per milestone** to ensure that work is fully completed and inspected before final payment at each phase, given the complex sequencing and engineering dependencies involved in elevation projects.

For the **Reconstruction Program**, retainage will be included and calculated per milestone as shown in Attachment B Reconstruction Scope of Work.

2.4 Vendor Question: “The evaluation criteria assign different point values to the same categories between the two contractor pools, as shown below:

Category	Home Elevation Reconstruction
Experience / Qualifications	35 Points
Capabilities / Capacities	20 Points
Methodology	15 Points
References	20 Points
Warranties	10 Points
	40 Points
	25 Points
	15 Points
	10 Points
	10 Points

Could you please explain the rationale for assigning **higher point values** to “Experience and Qualifications” and “Capabilities and Capacities” in the **Reconstruction Contractor Pool** compared to the **Home Elevation Contractor Pool**? Given that both contractor pools are evaluated under similar categories, what is the justification for the difference in point distribution?”

Brazoria County Answer: Due to the nature of the reconstruction scope of work, it was determined to adjust the scoring weight for those two categories.

2.5 Vendor Question: “Section 6.0: Home Elevations (Evaluation Criteria)  
The second bullet under Section 6.0 states:  
“Evidence of contractor’s ability to perform single family dwelling elevations as a prime contractor, including information on other federally funded elevation programs that your company has participated in, including the name and dates of the program(s) and number of successful elevations completed.”

Can you please confirm whether this section refers specifically to Structural Home Elevations—as defined in Scope of Work – Attachment A (lifting existing structures using hydraulic systems)—or if it also includes Reconstruction projects where new homes are built on elevated foundations?”

Brazoria County Answer: The scope of work in Attachment A refers to elevation services only.

2.6 Vendor Question: “Experience Metric: Completed Elevations  
The first bullet states:“Total number of completed elevations over a 12-month period for the last 5 years.”

Can you confirm whether this refers exclusively to Structural Home Elevations (lifting existing homes) or whether it also includes Reconstruction projects involving newly built elevated foundations? Given the technical and operational distinctions between these project types, please clarify whether both categories are evaluated together or separately for scoring purposes.’

Brazoria County Answer: Section 6.0 Evaluation Criteria for Home Elevations refers to elevations only. If you are submitting for elevation services, your response will be scored against the criteria in this section.

2.7 Vendor Question: “The second bullet states:“The number of elevation programs your company is currently involved in, including the number of elevation projects awarded to your company.”

Please confirm whether this metric refers solely to Structural Home Elevation Programs—as defined in the Scope of Work – Attachment A—or whether it also includes Reconstruction programs (such as HAP, HUD, STEP, DAHL, HARP, HOME, GLO, etc.) that involve new construction on elevated foundations.”

Brazoria County Answer: Section 6.0 Evaluation Criteria for Home Elevations refers to elevations only. If you are submitting for elevation services, your response will be scored against the criteria in this section. Section 6 does not apply to the reconstruction evaluation criteria.

This section does not apply to programs involving new construction on elevated slabs or piers, such as HAP, HUD, STEP, DAHL, HARP, HOME, GLO Resilient Home Program, or other Rehabilitation and Reconstruction Programs.

2.8 Vendor Question: “Terminology and Classification - Section 1.0 vs. Section 6.0 Terminology

Section 1.0 of the RFSQ references “professional home residential elevation,” while Section 6.0 uses the term “single family dwelling elevation.” Can you please clarify whether the scoring in Section 6.0 applies only to Structural Home Elevations (lifting existing homes using hydraulic systems) and not to Reconstruction projects involving newly built elevated foundations?

Definition of Structural Home Elevation

Can you confirm whether newly built elevated reconstruction projects qualify as “single-family dwelling elevations” under the RFSQ definition of Structural Home Elevation (Scope of Work – Attachment A)? If not, please clarify whether the term “Structural Home Elevation” applies strictly to the lifting of existing structures using hydraulic systems.”

Brazoria County Answer: Section 6.0 Evaluation Criteria for Home Elevations refers to structural home elevations.

The term **“Structural Home Elevation”** applies specifically to the **elevation of existing structures using hydraulic systems**, as outlined in the RFSQ Scope of Work – Attachment A. Newly built elevated reconstruction projects do not fall under this definition.

2.9 Vendor Question: We are currently preparing our response for “*RFSQ #25-59 – Qualifications for a Contractor Pool for Residential Home Elevations and/or Reconstruction for FEMA Harvey Disaster Funding Recipients*”, and upon review of *Exhibit A – Required Documents*, the final item listed is the “Vendor Data Sheet & W-9 Form” and we did not see a corresponding form or template labeled “Vendor Data Sheet” included in the packet.

Could you kindly clarify what the County is requesting for the Vendor Data Sheet? Is this just a company profile, and if so, is there a specific form or format required?

Brazoria County Answer: The Vendor Data Sheet and W-9 form is now posted in Bonfire and labeled as Addendum No.3 Vendor Data Sheet & W-9. Please include the documents in your Exhibit A Required Documents.

3. All other terms and conditions of the RFSQ are to remain unchanged.

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

ARES Construction, LLC

**LEGAL NAME OF CONTRACTING COMPANY**

(281) 615-5754

**TELEPHONE NUMBER**

*Taylor Fuller*

**SIGNATURE**

**FACSIMILE NUMBER**

Taylor Fuller, Chief Financial Officer

**NAME AND TITLE PRINTED**

\*Addendum approved by:



10/9/2025

Susan P. Serrano, CPPO, CPPB  
County Purchasing Director

Date



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

**BRAZORIA COUNTY  
REQUEST FOR STATEMENT OF QUALIFICATIONS COVER SHEET**

The REQUEST FOR STATEMENT OF QUALIFICATION (RFSQ) and accompanying documents are for your convenience in submitting an offer for the referenced products and/or services for BRAZORIA COUNTY.

**“RFSQ #25-59 QUALIFICATIONS FOR A CONTRACTOR POOL FOR RESIDENTIAL HOME ELEVATIONS AND OR RECONSTRUCTION FOR FEMA HARVEY DISASTER FUNDING RECIPIENTS”**

**THURSDAY, OCTOBER 23, 2025 at 11:00 A.M. 11:00 A.M.**

**Sealed Hard Copy or Electronic offers shall be received no later than:**

**\*RFSQ 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 RFSQ which may have influenced your decision to "No Offer". If your response to this RFSQ is a "No Offer" response, please complete the Statement of No Offer in this RFSQ 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.



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

Published Dates:  
SEPTEMBER 17, 2025  
SEPTEMBER 24, 2025

# REQUEST FOR STATEMENT OF QUALIFICATIONS

## TABLE OF CONTENTS

### RFSQ # 25-59 CONTRACTOR QUALIFICATIONS FOR RESIDENTIAL HOME ELEVATIONS AND OR RECONSTRUCTION FOR FEMA HARVEY DISASTER FUNDING RECIPIENTS

All documents included in RFSQ# 25-59 represent components which comprise this offer package and subsequent awarded executed contract. The documents shown in Exhibit A and Exhibit B are required to be submitted in your 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 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 RFSQ 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 vendor has any exceptions to the RFSQ terms & conditions or special requirements, they must be included with the RFSQ submittal in order to be considered)*
- NON-COLLUSION AFFIDAVIT
- 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)*
- ATTACHMENT C DOWNLOAD ACKNOWLEDGEMENT FORM
- VENDOR DATA SHEET & W-9 FORM

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

- VENDOR RESPONSE TO EVALUATION CRITERIA FOR HOME ELEVATION AND OR RECONSTRUCTION
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS *(if applicable)* (If vendor has any exceptions to the RFSQ terms & conditions or special requirements, they must be included with the RFSQ submittal in order to be considered)
- SIGNED ADDENDUMS (IF APPLICABLE)

#### Attachments to the RFSQ:

- Exhibit A – Required Documents
- Exhibit B – Vendors Response
- Attachment A – Elevation Scope of Work
- Attachment B – Reconstruction Scope of Work
- Attachment C – 2025 IRC Inspection Documents

# BRAZORIA COUNTY INSTRUCTIONS TO RESPONDENTS

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 PROJECT DESCRIPTION AND SPECIFICATIONS

Brazoria County is issuing this Request for Qualifications (RFSQ) to procure professional home residential elevation and or home reconstruction services for the Brazoria County FEMA Harvey Disaster Funding Program, which covers unincorporated areas of Brazoria County, Texas, and in the incorporated towns of Liverpool and Bonney.

Brazoria County expects to award a pre-qualified pool of elevation and reconstruction contractors, through this RFSQ, who can adequately demonstrate they have the resources, experience and qualifications to perform residential home elevations and or reconstructions in the FEMA Harvey Disaster Funding Programs. Contractors must be eligible to participate in contracts involving Federal funds.

In addition, Brazoria County has a contract with a grant administration company to serve as the Program Manager, coordinating efforts between the engineering firm(s), construction contractors, and homeowners. This ensures streamlined communication and delivers the best possible experience for all parties involved.

Qualified contractors will work with homeowners who will be receiving funds to elevate and or reconstruct their homes. The homeowners will be responsible for selecting, from the pool of qualified, capable contractors, to elevate or reconstruct their home.

Since the purpose of this RFSQ is to engage a pre-qualified contractor pool, awarded contractors will be asked to compete in individual projects and there is no guarantee of any volume or usage by the homeowners. There is no guarantee of the number of homes any given contractor will be selected to elevate and or reconstruct.

The scope of services within each individual project will vary, as the circumstances in each home to be elevated or reconstructed will be different. However, successful contractor services will include, but are not limited to, the scopes of work found in Attachment A – Elevation Scope of Work and Attachment B – Reconstruction Scope of Work.

Contractors can submit their qualifications for elevation services and or reconstruction services. Please mark which service or services you are submitting to in Exhibit B.

***For contracted services from Brazoria County using FEMA Harvey Disaster Funding, a Contractor shall not hire a firm to perform engineering services on the same home if that firm also was contracted by the County to provide Structural Integrity and Inspection Services.***

The awarded contractors will be required to sign an affidavit stating they will comply with the above statement.

***Each home shall be subject to a separate written agreement that will be between the contractor and the respective Homeowner. Each Agreement will specify a term applicable to that FEMA project and specify draw requirements and other requirements associated with that given FEMA project.***

*Offering financial incentives of any kind such as: trips, meals, entertainment tickets, cash etc. is strictly prohibited.*

## 2.0 GENERAL

The Contract consists of the RFSQ#25-59 document and all attachments, as well as the Contract for Elevation Work or Reconstruction Work, between the Contractor and the Homeowner and the Voluntary Elevation/Reconstruction Agreement between Brazoria County and the Homeowner, 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. The Contract may only be amended or modified under the terms of this Contract.

### **3.0 PROGRAM ADMINISTRATION**

Unless otherwise provided by specific provisions under this contract, contractor operations and activities related and provided for in this contract will be under the supervision of the County's Program Manager.

All contractual amendments will be processed in accordance with Brazoria County Purchasing policies. Amendments will also be brought to Brazoria County Commissioners Court for approval as deemed necessary.

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

#### **Step One –**

Publicly advertised (1st Notice)	September 17, 2025
Publicly advertised (2nd Notice)	September 24, 2025
Deadline for Questions (Clarifications) Submitted	October 8, 2025
Deadline for Addendum to be posted in Bonfire	October 15, 2025

**Response Open/Due date by 11:00 a.m. C.S.T.** **October 23, 2025**

#### **Step Two – Interviews (*if requested by evaluation committee*)**

Interviews with short-listed candidates

Award - Contract approval by Commissioner's Court

TBD

### **5.0 SELECTION PROCESS**

The Statement of Qualifications (SOQ's) received by the deadline will be evaluated by an Evaluation Committee and ranked according to the selection criteria listed in sections 6.0 and 7.0

If it is deemed necessary to choose the highest qualified contractors, the Evaluation Committee may decide to shortlist the highest ranked contractors and request interviews. The same criteria listed in section 6.0 and 7.0 will be used to rank any shortlisted contractors.

From the selection process, a pool of qualified contractors will bid on specific properties to be elevated and or reconstructed. The homeowner for each individual property will then select a contractor who submits a bid that best meets their requirements.

### **6.0 EVALUATION CRITERIA FOR HOME ELEVATIONS**

*Responses to the criteria shown below are to be included in Exhibit B of your submission.*

The criteria and weighted factors used to evaluate the proposals will be:

#### **EXPERIENCE AND QUALIFICATIONS.....35 Points**

- Contractor must show experience in managing construction projects which use Federal funds and Federal requirements.
- Evidence of contractor's ability to perform single-family dwelling elevations as a prime elevation contractor, including information on other federally funded elevation programs that your company has participated in, including the name and dates of the program(s) and number of successful elevations completed.
- Profiles of construction team members that will be assigned to work on projects for the County's elevation grant program. Each profile should include years of experience, training and responsibility on the jobsite.
- If your company has ever been dismissed from another Grant program, your response should include the reasons why and the contact information for the particular grant program.
- Evidence of your company's experience in cost control, homeowner relationships, local building costs, quality of work and compliance with work schedules.

**CAPABILITIES AND CAPACITIES.....** 20 Points

- Total number of completed elevations over a 12-month period for the last five (5) years.
- The number of elevations programs your company is currently involved in, including the number of elevation projects awarded to your company.
- Your company's Project to Superintendent ratio.
- Describe the conditions and schedule for payment of your subcontractors.

**METHODOLOGY.....** 15 Points

- Describe the proposed methodology to perform the services outlined in the Scope of Work as well as the following:
- How your company add projects to existing workload of projects
- What is the estimated time to perform a complete elevation project for one (1) residential property including details and timeline on each associated task or step in the elevation process.

**REFERENCES.....** 20 Points

- Please provide a minimum of three (3) references of your company's history and past performance with engineer-designed elevation construction.

**WARRANTIES.....** 10 Points

- As stated in the Scope of Work, contractors should include information on the type of warranty their company will provide for each elevation project.

**7.0 EVALUATION CRITERIA FOR HOME RECONSTRUCTION**

*Responses to the criteria shown below are to be included in Exhibit B of your submission.*

The criteria and weighted factors used to evaluate the proposals will be:

**EXPERIENCE AND QUALIFICATIONS.....** 40 Points

- Contractor must show experience in managing construction projects which use Federal funds and Federal requirements.
- Evidence of contractor's ability to perform single-family dwelling reconstruction as a prime contractor, including information on other federally funded reconstruction programs that your company has participated in, including the name and dates of the program(s) and number of successful reconstruction completed.
- Profiles of construction team members that will be assigned to work on projects for the County's reconstruction grant program. Each profile should include years of experience, training and responsibility on the jobsite.
- If your company has ever been dismissed from another Grant program, your response should include the reasons why and the contact information for the particular grant program.
- Evidence of your company's experience in cost control, homeowner relationships, local building costs, quality of work and compliance with work schedules.

**CAPABILITIES AND CAPACITIES.....** 25 Points

- Total number of completed reconstruction over a 12-month period for the last five (5) years.

- The number of reconstruction programs your company is currently involved in, including the number of reconstruction projects awarded to your company.
- Your company's Project to Superintendent ratio.
- Describe the conditions and schedule for payment of your subcontractors.

**METHODOLOGY**.....15 Points

- Describe the proposed methodology to perform the services outlined in the Scope of Work as well as the following:
- How your company add projects to existing workload of projects
- What is the estimated time to perform a complete reconstruction project for one (1) residential property including details and timeline on each associated task or step in the elevation process.

**REFERENCES**.....10 Points

- Please provide a minimum of three (3) references of your company's history and past performance with engineer-designed reconstruction.

**WARRANTIES**.....10 Points

- As stated in the Scope of Work, contractors should include information on the type of warranty their company will provide for each elevation project.

## **8.0 SUBMISSION REQUIREMENTS**

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

**If submitting an RFSQ 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 RFSQ 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 RFSQ number.

## **9.0 PERIOD OF CONTRACT**

The contract term shall begin upon award and continue until completion of the project.

## **10.0 QUESTIONS DUE DATE (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 Wednesday, October 8, 2025. The request must be emailed to [bidclarifications@brazoriacountytx.gov](mailto: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.

## **11.0 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 request for proposal documents and Contract.

Current prevailing wage rates are incorporated in the Contract documents.

## **12.0 RECORD KEEPING**

- 12.1 Respondents shall maintain records of all events that occur at the job site or elsewhere, which affect, or may be expected to affect the quality, scope or progress of the services.
- 12.2 Respondents shall provide required documentation, including photographs, notes, progress updates, and communications to the County's Program Manager.
- 12.3 All records shall be retained for a period of three (3) years following the closeout of the County's federal grant.

## **13.0 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-RECONSTRUCTION ONLY**

For the duration of the elevation project under the HMGP program, the contractor must maintain an active Builder's Risk Insurance Policy covering the full value of the structure and any materials on-site. This policy must include coverage for risks such as fire, theft, vandalism, and natural disasters to protect both the homeowner and the County's investment in the project.

## **RIGGERS LIABILITY INSURANCE REQUIREMENT – ELEVATION ONLY**

For the duration of the elevation project, the contractor must maintain Riggers Liability Insurance covering any potential damages or losses to the structure or equipment while it is being lifted, moved, or manipulated. This policy ensures that any damage resulting from rigging operations is covered, protecting both the property owner and the County's interest in the project.

## **14.0 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 violates 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 submittal, as well as to:

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

## **15.0 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB's)**

Historically Underutilized Businesses (HUB's) are encouraged to participate in the RFSQ 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.

Brazoria County must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

## **16.0 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](http://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](http://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-environmentiae/iae-systems-information-kit/unique-entity-id-is-here>. Brazoria County is unable to conduct business with vendors who have been debarred.

## **17.0 INCLEMENT WEATHER - HARD COPY SUBMISSIONS:**

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.

## **18.0 FEDERAL REQUIREMENTS**

### **18.1 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.

### **18.2 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.

### **18.3 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.”

### **18.4 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/conserve/tools/cpg/index.htm>

The list of EPA-designate items is available at

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

### **18.5 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.

## **18.6 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."

## **18.7 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."

## **18.8 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."

## **18.9 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."

## **18.10 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.

## **18.11 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.

## **18.12 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."

### **18.13 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 or 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.

### **18.14 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)

### **18.15 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.

## **18.16 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.

## **18.17 “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.”

## **18.18 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.”

## **18.19 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 STATEMENT OF NO OFFER

## RFSQ # 25-59 CONTRACTOR QUALIFICATIONS FOR RESIDENTIAL HOME ELEVATIONS AND OR RECONSTRUCTION FOR FEMA HARVEY DISASTER FUNDING RECIPIENTS

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

Mail the form to:

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

Or email to: [aerickson@brazoriacountytx.gov](mailto: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 RFSQ.
- 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 Request for Proposal Number «Number» as stated in the Request for 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 an 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. TEXAS GOVERNMENT CODE 552, 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 PROCEDURES:** 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 10<sup>th</sup> 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 RFP. 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 RFP 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 Request for 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 Request for 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 RFP. Brazoria County makes no guarantee that any goods and/or services will be purchased as a result of this request for 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 RFP, 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 RFP shall be coordinated by the Brazoria County Purchasing Department. Deviations from this requirement may cause the cancellation of this RFP process and/or disqualification of respondent's proposal.

All information provided to respondent for the purpose of submitting a proposal in response to this RFP 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.

The use of liquid paper is NOT acceptable and may result in the disqualification of RFP. 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 respondents 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/manufacturer used in bid/offer specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids/Offers 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.

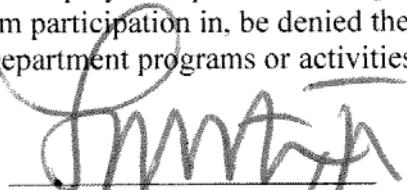
## **Contract Obligations**

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 RFP, 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**

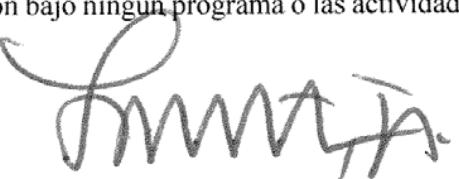
Brazoria County, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.S. § 2000d-3), 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 Estatus Relacionados  
Declaration de No Discrimacion**

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

## **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.

5 Check only if there is NO Interested Party.

1

## 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

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 10<sup>th</sup> 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**

**SEALED REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)**

<b>RFSQ#:</b>	25-59
<b>OPENING DATE:</b>	THURSDAY, OCTOBER 23, 2025
<b>OPENING TIME:</b>	11:00 A.M. LOCAL TIME
<b>RFSQ DESCRIPTION:</b>	CONTRACTOR QUALIFICATIONS FOR RESIDENTIAL HOME ELEVATIONS AND OR RECONSTRUCTION FOR FEMA HARVEY DISASTER FUNDING RECIPIENTS

<b>RETURN OFFER TO:</b>	<b>PHYSICAL ADDRESS:</b>
	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 RFSQ LABEL ABOVE TO THE OUTER  
MOST ENVELOPE OF YOUR RESPONSE TO HELP ENSURE PROPER  
DELIVERY!**

**\*\*\*\*\*LATE RFSQ's CANNOT BE ACCEPTED\*\*\*\*\***

# **ATTACHMENT A**

## **ELEVATION SCOPE OF WORK**

### **1.0 CONTRACTORS ARE REQUIRED TO:**

- 1.1 Use a hydraulic lift system when elevating the home.**
- 1.2 Provide professional labor, equipment, and materials adequate to perform the work in accordance with the scope of work for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met;
- 1.3 Ensure all elevation work will be performed to meet or exceed all local, state and federal building codes and standards;
- 1.4 Ensure all elevation work will bring the structure into compliance with the National Flood Insurance Program by requiring elevations to be two feet (2') or more above the Base Flood Elevation as identified in the Preliminary Flood Insurance Map (FIRM).

In rare cases, the adopted FIRM may be more stringent than the Preliminary FIRM—in these unlikely instances; the adopted FIRM data will be used.

Elevation certificates shall be required before the elevation commences, and upon completion to verify the elevation and achieve compliance with local floodplain requirements.

- 1.5 If the homeowner selects your company, you will meet with the individual property owners to review the scope of work to be performed, including establishing a work schedule acceptable to property owners and the County's Program Manager; Prepare plans and specification and perform elevation in compliance with applicable City or County floodplain elevation requirements, code requirements, and Texas Windstorm Insurance Association (TWIA) requirements; Provide initial first floor elevation and obtain final elevation certificate.
- 1.6 All damages caused by the contractor during the elevation project shall be paid for by the contractor; these damages are ineligible grant costs and the FEMA program does not cover such costs. These are the responsibility of the contractor.
- 1.7 Obtain all necessary state and local permits and approvals after permits are acquired. Prior to the commencement of the work for each home, copies of all permits not issued by the County shall be provided to the County;
- 1.8 Coordination with property owner; utility disconnection and deactivation;
- 1.9 Debris removal in accordance with all Federal, State, and local requirements, including the disposal of potential asbestos containing materials;
- 1.10 Site preparation; if needed
- 1.11 Compliance with applicable Americans with Disabilities Act requirement may be required if deemed necessary by the homeowner and Program Manager.
- 1.12 Elevation and post-elevation photographs taken and provided to the Program Manager documenting services performed and compliance with permitting and building requirements;
- 1.13 If successful Contractors use subcontractors, then prompt payment of all subcontractors for services rendered, and obtaining signed and notarized lien waivers from all subcontractors documenting proof of payment and providing copy of such lien waivers to the Program Manager with draw requests;

- 1.14 Maintaining job sites in a neat and orderly manner.
- 1.15 Coordination with the property owner, as well as the County's Program Manager, regarding initiation of work, move-out procedures and homeowner return to property.
- 1.16 Ineligible work shall not be allowed, with the sole exception of ineligible work necessarily incidental to the elevation project. Examples of ineligible work include, but are not limited to, building additions or auxiliary structures, additional landscaping for ornamentation beyond what existed at the site prior to the construction of the project, construction of new decks or porches, construction of expanded decks or porches, improvements for aesthetic reasons, or interior remodels. This list of examples is not exhaustive.
- 1.17 Required to provide a third-party warranty for their work. The warranty should cover 1 year on workmanship; 2 years on materials and 10 years on the foundation.
- 1.18 Maintain Performance and Payment Bonds. In no event shall the bond requirements be for less than one hundred percent (100%) of a Firm's amount under the contract at any given time. All bonds must be issued by a bonding agent with at least an "A" rating, and the bonding companies must be listed in the Department of the Treasury's Listing of Certified Companies.

## **2.0 BACKGROUND INFORMATION**

A residential elevation is when a house that is vulnerable to flooding is physically raised to an elevation at or above the Base Flood Elevation (BFE). The benefits of elevating a structure are to minimize the threat for future flood losses to property and personal belongings; in addition, the activity provides peace of mind to homeowners who have elevated above most flooding events.

## **3.0 MANDATORY ELEVATION**

All communities that participate in the National Flood Insurance Program (NFIP) are required to develop a local Floodplain Management Ordinance. These ordinances identify minimum standards that, when met, require homeowners to elevate their houses.

Substantial Damage- after a flood or other damaging event, the Floodplain Administrator for the community will assess damaged structures.

Residential structures that have sustained a 50% or greater loss of the value of the structure (not including lot) are deemed substantially-damaged, and prior to obtaining a building permit, the owners must agree to bring the structure up to the NFIP standard of being elevated to the BFE (or higher as required by local code).

In some instances, communities add 2' of freeboard above the BFE to provide additional flood safety value. The Floodplain Administrator will provide the homeowner with a copy of a letter that states that the property is substantially-damaged.

## **4.0 TYPES OF ELEVATIONS:**

Available elevation methods, which are thoroughly described in FEMA P-312, Chapter 5, and FEMA P-347 include:

- 4.1 Elevating the existing structure on piles, posts, or piers
  - 4.1.1 Elevations in Vzones (Velocity Zones in Coastal High Hazard Areas) must be on open foundations. The lowest floor must be free of obstructions or constructed with non-supporting breakaway walls, open wood lattice-work, or screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system.

- 4.2 Filling in the basement and replacing it with an elevated floor
- 4.3 Elevating by vertically extending the foundation walls of the home
- 4.4 The method that is selected for elevating a house depends on factors such as:
  - 4.4.1 Foundation type
  - 4.4.2 Condition of the house
  - 4.4.3 Applicable state and local building codes
  - 4.4.4 Soil type and bearing capacity
  - 4.4.5 Weight of the house and lateral forces on the house from water and other natural hazards, such as winds and earthquakes
  - 4.4.6 Height of proposed elevation above the grade level
  - 4.4.7 Number of additions to the original structure

## 5.0 ELEVATION REQUIREMENTS:

- 5.1 Foundations must be designed to properly address all loads and be appropriately connected to the floor structure above, and utilities must also be properly elevated.
- 5.2 Elevations must comply with NFIP standards and building codes that exist in the State and community. Elevations must comply with ASCE24-14 or latest edition.
- 5.3 Elevation must be designed and adequately anchored to prevent flotation, collapse, and lateral movement due to hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- 5.4 A building permit is required in order to elevate.

## 6.0 STRUCTURAL SOUNDNESS:

Structures must be structurally sound and capable of being elevated safely. Prior to participating in a FEMA Grant Program project to elevate houses, homeowners will have an inspection by a licensed structural engineer that determines whether a house can successfully be elevated or not.

## 7.0 SPECIFICATION MILESTONES AND COMPENSATION DRAWS

- 7.1 The following milestone schedule will be followed for each house and engineers will inspect at the following elevation phase milestones. A 5% Retainage will be held on each Milestone Payment and released 30 days after the County's final payment to the contractor.

### **Milestone 1: 20% of the total contract amount in that FEMA project**

- 7.1.1 Signed contract; Permits obtained with copies of permits provided to Brazoria County;
- 7.1.2 A&E drawings
- 7.1.3 Interior and Exterior pre-elevation photographs submitted
- 7.1.4 Performance and Payment Bonds
- 7.1.5 Contractor's certificate of insurance supplied to Brazoria County
- 7.1.6 Elevation schedule submitted to the County's Program Manager

### **Milestone 2: 40% of the total contract amount in that FEMA project**

- 7.1.7 Mobilization of equipment
- 7.1.8 Clearing work
- 7.1.9 Tunneling portion of work is complete
- 7.1.10 Piles Pushed to refusal

- 7.1.11 PSI Receipt-Report showing average PSI over entire house
- 7.1.12 Structure is elevated and resting on cribbing portion of the work is complete
- 7.1.13 Footings with rebar prior to concrete pour
- 7.1.14. Rebar stub-ups for concrete columns in place
- 7.1.15 Engineer concurrence with percentage completion
- 7.1.16 Mid-lift EC showing structure is at or above the designated flood elevation
- 7.1.17 Homeowner concurrence with payment
- 7.1.18 **ENGINEER INSPECTION PERFORMED & PASSED**

**Milestone 3: 30% of the total contract amount in that FEMA project**

- 7.1.19 Piers and / or post columns are built
- 7.1.20 New foundation is complete
  - 7.1.20.1 If foundation type will have CMU block wall-capture photos of posts, piles or columns as needed for this milestone
  - 7.1.20.2 Deck landings; AC platform; staircase; post holes prepared for measurement to Engineering drawings
- 7.1.21 Engineer concurrence with percentage completion
- 7.1.22 Homeowner concurrence with payment
- 7.1.23 **ENGINEER INSPECTION PERFORMED & PASSED**

**Milestone 4: 10% of the total contract amount in that FEMA project**

- 7.1.24 Completion of all work
  - 7.1.24.1 Installation of vents, as required; placement of lattice, as required
  - 7.1.24.2 Reconnection of utilities
- 7.1.25 Final site clean-up
- 7.1.26 Written confirmation of third-party warranty provided to homeowner
- 7.1.27 If applicable, confirmation of satisfaction of applicable ADA requirements
- 7.1.28 Engineer concurrence with completion
- 7.1.29 Homeowner concurrence with payment
- 7.1.30 If applicable, signed and notarized lien waivers from subcontractors utilized
- 7.1.31 Final elevation certificate
- 7.1.32 As built plans – *updates can be done in writing to show any changes from original plans to as built conditions*
- 7.1.33 **FINAL INSPECTION**
  - 7.1.33.1 Forms and data required for completion, include but not limited to the following:
    - 7.1.33.1.1 Photos of the interior and exterior (all sides) of the house
    - 7.1.33.1.2 Photos of the gas and electric fixtures
    - 7.1.33.1.3 Photos of the posts, piles or columns under the house
    - 7.1.33.1.4 Certificate of Occupancy (see item 7.2 Certificate of Occupancy below.
  - 7.1.33.2 Final Elevation Certificate
  - 7.1.33.3 Copy of recorded deed
  - 7.1.33.4 Certification that the structure is compliant with NFIP
  - 7.1.33.5 Verification of Flood Insurance
  - 7.1.33.6 501 Mitigation form

## 7.2 Certificate of Occupancy

All permits have been successfully closed out and grant paperwork has been provided as necessary. Communicate with the County to go ahead and issue a Certificate of Occupancy to the homeowner. A Certificate of Occupancy will not be issued until after the final inspection.

## **ATTACHMENT B**

### **RECONSTRUCTION SCOPE OF WORK**

The scope of services within each individual project will vary, as the circumstances in each home to be reconstructed will be different. However, successful contractor services will include, but are not limited to, the following:

*Contractors awarded for reconstruction services will need to comply with Brazoria County order applying Subchapter F, Chapter 233 of the Texas Local Government Code. The requirement can be found on the Brazoria County Floodplain website: <https://www.brazoriacountytexas.gov/departments/floodplain>*

- 1.1 Provide professional labor, equipment, and materials adequate to perform the work in accordance with the scope of work for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met;
- 1.2 If the homeowner selects your company, you will meet with the individual property owner to review the scope of work to be performed, including establishing a work schedule acceptable to property owners and Brazoria County; Prepare plans and specifications and perform construction in compliance with applicable City and or County floodplain elevation requirements, code requirements, and the Texas Windstorm Insurance Association (TWIA) requirements;
- 1.4 Obtain all necessary state and local permits and approvals after permits are acquired. Prior to the commencement of the work for each home, copies of all permits not issued by the County shall be provided to the County;
- 1.5 Performing investigations for the presence of lead and/or asbestos containing materials and lead and asbestos abatement in compliance with applicable local, State, and Federal requirements;
- 1.6 Coordination with property owner; utility disconnection and deactivation; and, when applicable in reconstruction, demolition of existing structure;
- 1.7 Debris removal in accordance with all Federal, State, and local requirements, including the proper disposal and handling of potential asbestos containing materials;
- 1.8 Site preparation; and for reconstruction, the construction of new residential home in accordance with all applicable local and state codes and standards;
- 1.9 Compliance with applicable Americans with Disabilities Act requirements may be required if deemed necessary by the homeowner and Project Manager.
- 1.10 Pre-construction, construction, and post-construction photographs taken and provided to the County documenting services performed and compliance with permitting and building requirements;
- 1.11 If the successful contractor uses subcontractors, then prompt payment of all subcontractors for services rendered, and obtaining signed and notarized lien waivers from all subcontractors documenting proof of payment and providing copy of such lien waivers to the County with draw requests; and
- 1.12 Maintaining job sites in a neat and orderly manner.
- 1.13 Provide County all required residential inspection reports pursuant to Texas Local Government Code Chapter 233 Subchapter F

In accordance with FEMA guidance, mitigation reconstruction is the construction of an improved, elevated building on the same site where an existing building and/or foundation has been partially or completely demolished or destroyed.

The homes designated for mitigation reconstructions have been determined in the grant process to be eligible for mitigation reconstruction and thus mitigation reconstruction includes demolition and reconstruction. FEMA requires all mitigation reconstruction projects to be designed in accordance with American Society of Civil Engineers (ASCE) 24-14.

All damages caused by the contractor during the mitigation reconstruction project shall be paid for by the contractor; these damages are ineligible grant costs and the FEMA Grant Program does not cover such costs -these are the responsibility of the contractor.

Ineligible work shall not be allowed, with the sole exception of ineligible work necessarily incidental to the reconstruction project. Examples of ineligible work include, but are not limited to, building additions or auxiliary structures, additional landscaping for ornamentation beyond what existed at the site prior to the construction of the project, construction of new decks or porches, construction of expanded decks or porches, improvements for aesthetic reasons, or interior remodels. This list of examples is not exhaustive.

***For contracted services from Brazoria County using FEMA Harvey Disaster Funding, a Contractor shall not hire a firm to perform engineering services on the same home if that firm also was contracted by the County to provide Structural Integrity and Inspection Services.***

The awarded contractor or contractors will be required to sign an affidavit stating they will comply with the above statement.

***Each home shall be subject to a separate written agreement that will be between the contractor and the respective Homeowner. Each Agreement will specify a term applicable to that FEMA project and specify draw requirements and other requirements associated with that given FEMA project.***

*Offering financial incentives of any kind such as: trips, meals, entertainment tickets, cash etc. is strictly prohibited*

## 2.0

## BACKGROUND INFORMATION

A residential reconstruction is when a house that is vulnerable to flooding and has been severely damaged – to where a structural engineer determines that the structure is not capable of being elevated – is reconstructed instead.

The reconstruction process includes demolishing the existing damaged dwelling, clearing the associated debris, and building an elevated house either on the same footprint or at another location on the same lot.

The construction is performed according to all applicable codes and standards, to include being elevated at least two (2) feet above the Base Flood Elevation (BFE), as required by local code whichever is most stringent. The benefits of reconstructing a structure are to minimize the threat for future flood losses to property and personal belongings.

Many houses that are reconstructed are located in the Flood Insurance Rate Map's designated Special Flood Hazard Area (SFHA). However, homes located outside of the SFHA still flood and may need to be reconstructed as well.

### 2.1 Type of Reconstruction

2.1.1 Houses reconstructed using piles, posts or piers

2.1.1.1 Reconstruction in a V zones (Velocity Zones in Coastal High Hazard Areas) are not permitted

2.1.2 Houses reconstructed with a closed foundation and placed on fill

2.1.3 Houses reconstructed on a closed foundation that meets the NFIP codes and standards.

### 2.2 Reconstruction Requirements

2.2.1 Foundations must be designed to properly address all loads and be appropriately connected to the first floor structure above and utilities must also be properly elevated.

2.2.2 Reconstructions must comply with NFIP standards and building codes that exist in the State and County.

2.2.3 A building permit is required in order to reconstruct.

### 2.3 Structural Soundness

2.3.1 In order to participate in a reconstruction project, all structures must be deemed to ***NOT BE*** structurally sound and ***NOT CAPABLE*** of being elevated. Prior to participating in a FEMA Grant Program to reconstruct houses, homeowners will have a Structural Integrity Inspection by a licensed structural engineer that determines whether the house meets the requirements for being reconstructed.

## 3.0 SPECIFICATION MILESTONES & COMPENSATION DRAWS

### 3.1 Inspections

The following milestone schedule will be followed for each house and engineers will inspect at the following construction phase milestones:

#### **Milestone 1: 20% of the total contract amount in that FEMA project**

3.1.1 Signed contract with performance & payment bonds, insurance

3.1.2 A&E drawings and plans, receipt of Notice to Proceed, mobilization of equipment to the construction site.

3.1.3 Acquisition of building permits

#### **Milestone 2: 40% of the total contract amount in that FEMA project**

3.1.4 Complete demolition of building and removal of debris

3.1.5 Debris removal

#### **3.1.6 INSPECTION**

#### **Milestone 3: 30% of the total contract amount in that FEMA project**

3.1.7 Build elevated structure, two (2) feet or more above the Base Flood Plain

#### **3.1.8 INSPECTION**

*3.1.8.1 Provide all residential construction inspection reports as required by Texas Local Government Code Chapter 233 Subchapter F and County residential inspection requirements.*

#### **FINAL INSPECTION**

#### **Milestone 4: 10% of the total contract amount in that FEMA project**

3.1.9 Completion of all work

3.1.10 All utilities are connected

3.1.11 Final site clean-up & removal of equipment

3.1.12 Homeowner concurrence with payment, signed and notarized lien waivers from subcontractors utilized (if any), interior & exterior photographs submitted, all grant requirements met

3.1.13 Certificate of Construction Completion

3.1.14 Final elevation certificate

3.1.15 Acquisition of Certificate of Occupancy & structure meets or exceeds the required height (BFE+2)

#### **FINAL INSPECTION**

### 3.2 Certificate of Occupancy

All permits have been successfully closed out and grant paperwork has been provided as necessary. Communicate with the County to go ahead and issue a Certificate of Occupancy to the homeowner. A Certificate of Occupancy will not be issued until after the final inspection.

## 4.0 COMPLETION TIMELINE

Upon the contractor's receipt of the Notice to Proceed, the contractor has one hundred and eighty days (180) to finalize the reconstruction.

## **5.0 MINIMUM QUALIFICATIONS**

Respondents must meet or exceed the minimum qualifications listed herein.

- 5.1 Minimum of three (3) years of federally funded construction project experience.
- 5.2 Minimum of three (3) years company and company ownership / key staff experience in providing complete Home reconstruction services, or the principals must have had three (3) years ownership / management experience in a previous company that provided complete reconstruction services.
- 5.3 Contractor must demonstrate experience in providing complete home reconstruction services in the service listed in the Scope of Work/Specifications.
- 5.4 Contractor must be able to provide designs and specifications from a TWIA certified engineer who is a Professional Engineer (P.E.) licensed by and in good standing with the State of Texas.
- 5.5 Contractor must provide a history of complete reconstruction services that they have completed for at least the last three (3) years or more.
- 5.6 Contractor shall be required to provide each homeowner for whom they complete a home reconstruction, a written minimum 10/2/1 warranty from a third-party warranty provider. The warranty will be a minimum ten (10) years on the structural foundation system, a minimum 2 years on the mechanical, plumbing and new utility connections and equipment and a minimum one (1) year on workmanship. Contractors are to include the warranties they will provide.
- 5.7 Contractors must be authorized to conduct business in the State of Texas.
- 5.8 Contractors will or may be required to sustain multiple concurrent home reconstructions. Accordingly, contractors must demonstrate its financial fortitude by providing annual financial reports for at least its last two (2) fiscal years or income statements from such years.
- 5.9 Project completion bonding for the value of the project plus 10%.

Joe K. Ripple, CFM  
Floodplain Administrator



Phone: (979)864-1295

## BRAZORIA COUNTY

Floodplain/Building Permits Department  
451 N. Velasco, Suite 210  
Angleton, Texas 77515

Date: September 1, 2010

Subject: Building Permits

To Whom It May Concern:

Building Permits are required in Brazoria County as of March, 1975.

Zone X-Any Structure 200 square feet or larger and fully enclosed.

Any Flood Zone - Any size fully enclosed structure.

As of July 1, 2010 - Brazoria County has adopted the 2006 International Residential Code and all amendments thereafter as the minimum residential construction codes in Texas. It is required that a builder(s)/contractor(s)/re modeler(s) register with Brazoria County before applying for a County Building Permit. Once' registered you will receive an I RC number from the County. There is no fee for applying for an IRC number and it is a one-time registration.

Packet Includes:

- "Notice of Residential Construction" form (please make copies). This sheet is required and must be sent in for each building permit application.
- "Inspection Information "(please make copies). This sheet is required per building permit. This form must be completed and turned in at the end of Final Construction.

Any questions please contact the Brazoria County Building Permit Department at 979-864-1295.

Thank you for your cooperation.



## BRAZORIA COUNTY

Floodplain/Building Permits Department  
451 N. Velasco, Suite 210  
Angleton, Texas 77515

### Requirements for Residential

Customer Provides Copies of ALL Documentation Provided

Floor Plan & Site Plan Size 8.5X11

Site Address Required on Septic Permit (2 Pages) & Elevation Certificate (6 Pages)  
Application Will Not Be Accepted Without Correct Verified 911 Address & Signature

Brazoria County Building Permit Fees		
Non-Commercial	Flood Zone	Non-Flood Zone
Residential	\$75.00 Permit Fee + .04 cents per square foot of enclosed area (Home & Garage Only)	\$75.00
Mobile Home, Relocated Home, Barn	\$75.00 Permit Fee + \$30.00 Inspection Fee (\$105.00)	\$75.00
Garage, Storage, Green House, Other Appurtenant, etc.	\$50.00 Permit Fee + \$30.00 Inspection Fee (\$80.00)	\$50.00

#### ZONE X

1.) Approval from Environmental Health on septic (Bring copy of septic permit)

1.) Apply for Building Permit

3.) Recommended to build up 24" above natural ground

#### ANY FLOOD ZONE

A, AO, AE, V, VE  
(Any Size Structure)

1.) Approval from Environmental Health on septic (Bring copy of septic permit) If less than 10 acres. If 10 acres (one tract) or more and the only structure connected to a septic system this permit is NOT needed. Correct address has to be on permit

2.) Elevation Certificate of Natural Ground required. (Elevation Certificate will not be accepted without correct address)

2a.) Sign a Class B form stating we will receive a 2<sup>nd</sup> Original elevation certificate of finished construction-top of bottom floor reading once structure is built. Mobile Homes the bottom of trailer floor once Mobile Home is in place.

3) Floor plan (size 8.5x11) of home, mobile home, and/or structure being built.

#### PROVISIONS

Environmental Health approval on septic system -If you have less than 10 acres or a subdivision that does not have a legal tie into septic or if you have an existing system you are tying into.

For new residential (Including living quarters in a barn), contracted builders are required to register with Brazoria County for an IRC number before construction and receive a Brazoria County Residential Packet.

Acknowledgement Regarding Storage Permit (signed and notarized) for any zone must be submitted by person taking out building permit for barn, shop, warehouse, storage building(s), or any non-habitable building, herein after referred to as storage building stating no sewage facility may be installed, may not be leased out for rent or no business may be conducted out of the building.

For any zone -1 story structure that is enclosed and 5000 sq. ft. and up must have a drainage plan.

Certified surveyor must do required elevation certificate(s). If you need an Engineer Study on land you must hire a Professional Engineer of Hydrology.

Fee for building permit doubles if a building permit is not taken out before building(s) is/are built.

## **BRAZORIA COUNTY RESIDENTIAL CONSTRUCTION INSPECTIONS**

### **Code Requirements**

The County adopted the 2006 International Residential Code (IRC) and all amendments thereafter as the minimum residential construction codes in Texas.

It is important to reference the code version used when performing an inspection. This information, along with inspection documentation, is provided to the builder/remodeler and should be retained in your records. This information may prove helpful should a question or warranty issue arise.

If a property lies in an ET J it is required to contact the city hall for appropriate building codes.

### **Inspections Required**

An inspector must perform a minimum of three inspections at specific stages of construction. Law requires these inspections on residential construction located in an area not subject to municipal inspections. The builder/remodeler is responsible for hiring the inspector.

The qualified inspector must either be a:

- (1) a licensed engineer;
- (2) a registered architect;
- (3) a professional inspector licensed by the Texas Real Estate Commission;
- (4) a plumbing inspector employed by a municipality and licensed by the Texas State Board of Plumbing Examiners;
- (5) a building inspector employed by a political subdivision; or
- (6) an individual certified as a residential combination inspector by the International Code Council.

The three inspections required, as applicable, include:

- A foundation inspection conducted before the placement of concrete;
- A framing and mechanical systems inspection conducted before the placement of exterior wall insulation or interior wall coverings; and
- A final inspection conducted once the home is completed and ready for occupancy.

The attached form is an example of the information required to certify the subject property passed its inspections. This documentation is important to provide to the builder/remodeler and to maintain for future reference. The inspection reports may be filed with the Brazoria County Floodplain Administrator.

The builder/remodeler must maintain the inspection results and the accompanying documentation for future reference. The County may take enforcement action against any builder/remodeler that fails to comply with requirements for these required inspections.

The certification is limited to visible and accessible areas at the time of the inspection.

Certain regulatory oversight bodies allow inspections to be conducted by employees working under the direct supervision of the inspector. Ultimately, however, the inspector must certify that the subject property passed the inspection.

## **Foundation Inspection**

If the foundation passes inspection, it means that the foundation was physically inspected and is in compliance with the engineered drawings. If an engineer does not seal the drawings, then the foundation must comply with the building code applicable to the property.

Inspectors shall ascertain the proper placement, support, sizing and spacing of graded rebar, as well as ensure proper beam depth, width and placement. Vapor/moisture barrier installation shall be inspected for thickness and lack of damage, if applicable, post tension cable ends are correctly anchored and the cable tendons properly placed and supported.

## **Framing, Mechanical and Delivery Systems Inspections**

If the framing, mechanical and delivery systems pass inspection, it means that compliance was physically verified with the applicable building code or, if applicable, an engineered design.

Specifically, it is important to ensure proper door and window placement, that framing members are properly attached, spaced, graded and aligned, and joints are not stressed and are fastened with the proper materials. The load bearing infrastructure should not show signs of distress. Materials should not be decayed or otherwise have their structural integrity compromised. All spliced materials shall comply with the applicable building code. If plans are sealed by a licensed engineer, the engineer's plans shall be made available to the inspector at the jobsite. If the home does not have engineered plans, the inspector must inspect to the applicable building code as defined by the county seat. An inspector may rely on inspection documentation of other professionals when reporting the results of this inspection. For example, if an engineer inspected the engineered framing and provided a report to the inspector, the inspector may rely on that report.

- Additionally, each of the major mechanical delivery systems needs to be reviewed: Electrical systems should be checked to ensure the system is properly grounded, all connections are made in junction boxes, proper gauge wiring is installed, outlets are properly spaced, working clearances are provided where required and wires are properly protected by nail plates in appropriate locations;
- HVAC and other mechanical systems should be checked to ensure adequate access to the machinery is provided. Duct work should not be encumbered by other building materials, punctured, crimped, crushed or otherwise compromised. Ducts are installed per the applicable building code or engineered design. Return air grills are in the locations required by the plans;
- Roofing systems are appropriately constructed, proper decking materials are verified and underlayment and flashing is installed;
- Plumbing systems should be reviewed to ensure all connections, bends and joints are appropriately fitted and sealed. All pipes must be properly protected by nail plates in appropriate locations. Materials installed should be used for their manufactured purposes and be of appropriate size and condition, as well as appropriately supported and anchored.

## **Final**

If the construction passes the final inspection, it means that compliance was physically verified with the applicable building code. It is important to ensure that:

- The grading of the yard surrounding the home allows water to flow away from the home;
- The electrical, plumbing and HVAC (Heating, Ventilation and Air Conditioning) System is in complete working order;

- The exterior unit of the HVAC System (the compressor) is located on a level surface above the ground;
- All air ducts are free of obstruction, and dampers and control systems are checked;
- The doors and windows operate properly;
- The finish materials are properly installed, sealed and protected from the environment;
- The flatwork around the home is free of any structural cracks, holes or other safety hazards;
- All roof cladding is installed in accordance with the manufacturer's recommendations;
- Flashing is installed, where visible, without removing materials;
- The stairways and hallways are of proper width and have adequate headroom, and handrails, landings and treads are the proper size and spacing;
- The home fixtures (including plumbing, electrical, and finish hardware) are all correctly installed and working properly;
- Any appliances or manufactured products installed in the home are in proper working order; and
- There are no apparent safety issues.

The above categories are not meant to be a complete list of the items needed for inspection. It is the inspector's responsibility to verify that the project substantially meets the applicable building code.

Once the inspection is completed and the subject property passes the inspection, provide copies of the documentation to the builder/remodeler. In addition, certification must be provided to the Brazoria County by either reporting on-line or by filing the inspection report with the Brazoria County Floodplain Administrator.

## **ON-LINE REGISTRATION**

### **Section 1: On-line Reporting • Registration Required**

In order to use the on-line reporting instructions, residential builders and certain remodelers are required to register with the County.

### **Section 2: Inspector Information**

Enter your name and appropriate accreditations; do not use your company's information. Companies employing multiple inspectors are provided a distinct login name and password for each qualified inspector. It is the individual inspector's responsibility to maintain the confidentiality of this access information. If your information is compromised, contact the Brazoria County Floodplain Administrator as soon as possible to obtain new login information. If you have not received or have forgotten your login name and password, email a request to       @brazoriacountytx.gov.

### **Section 3: Property Address/Project Information**

- Enter the builder's or remodeler's registration number;
- Enter the Building Permit Number. These numbers distinguish the inspection results from other properties. It is a record identifier and ties your inspection to the correct property; and
- Enter the street address or the legal description of the property as lot, block and section number as provided by the builder.

If you have any questions about this process, call the Brazoria County Floodplain Administrator's Office at (979) 864-1295 or (281) 756-1295 or send an email to       @brazoriacountytx.gov.

**IRC Registration for Builders/ Contractors – Effective as of 07-01-2010**

**Date:** \_\_\_\_\_ **IRC#** \_\_\_\_\_

**Name of Company** \_\_\_\_\_

**Owner:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone: Work:** \_\_\_\_\_ **Cell:** \_\_\_\_\_

**Email:** \_\_\_\_\_



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Received

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Related OSSF  
Application#

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Permit#

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IRC#

## BRAZORIA COUNTY

### NOTICE OF RESIDENTIAL CONSTRUCTION INSPECTION COMPLIANCE IN UNINCORPORATED AREA (TO BE SUBMITTED BY BUILDER)

BUILDERS NAME: \_\_\_\_\_

#### PROJECT INFORMATION

##### TYPE OF CONSTRUCTION: (Check One)

- 1) New Residential Construction on a vacant lot [ ]
- 2) Addition to an Existing Residential Unit [ ]

**NOTE:** If a property lies in an ETJ it is required to contact the city hall/or appropriate building codes.

##### LOCATION:

Address: \_\_\_\_\_

Lot and Block #: \_\_\_\_\_ Subdivision: \_\_\_\_\_  
or

Survey: \_\_\_\_\_ Tract/Acreage: \_\_\_\_\_  
or

Deed Reference: \_\_\_\_\_ Property ID (MCAD)#: \_\_\_\_\_

##### RESIDENTIAL CODE USED IN CONSTRUCTION:

- 1) INTERNATIONAL RESIDENTIAL CODE- published \_\_\_\_\_ [ ]  
Date \_\_\_\_\_

**INSPECTION INFORMATION  
TO BE FILED BY BUILDER AND/OR INSPECTOR  
UNLESS REPORTS FILED ON-LINE  
(ATTACH ALL INSPECTION REPORTS)**

Permit#: \_\_\_\_\_

Builders IRC #: \_\_\_\_\_

Home Owners Name: \_\_\_\_\_

Address of Inspected Home: \_\_\_\_\_

**NOTE: If a property lies in an ETJ it is required to contact the city hall for appropriate building codes.**

**I) FOUNDATION STAGE (before placement of concrete)**

- a) **IN COMPLIANCE** with the residential code used in construction.
- b) **NOT IN COMPLIANCE** with the residential code used in construction.

**INSPECTOR INFORMATION:**

NAME: \_\_\_\_\_ REGISTRATION #: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**SIGNATURE (REQUIRED)**

**DATE**

**2) FRAMING AND MECHANICAL SYSTEMS STAGE**

(before covering with drywall or another interior all covering)

- a) **IN COMPLIANCE** with the residential code used in construction.
- b) **NOT IN COMPLIANCE** with the residential code used in construction.

**INSPECTOR INFORMATION:**

**SAME AS ABOVE**

NAME: \_\_\_\_\_ REGISTRATION #: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**SIGNATURE (REQUIRED)**

**DATE**

**3) COMPLETION**

- a) **IN COMPLIANCE** with the residential code used in construction.
- b) **NOT IN COMPLIANCE** with the residential code used in construction.

**INSPECTOR INFORMATION:**

**SAME AS ABOVE**

NAME: \_\_\_\_\_ REGISTRATION#: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**SIGNATURE (REQUIRED)**

**DATE**

## **Brazoria County Residential Construction Inspections- Frequently Asked Questions**

### **1.) What is the County Inspection Program?**

As of September 1, 2009, State Law requires that residential construction completed by builders and remodelers in unincorporated areas or in areas not subject to municipal inspections must have a minimum of three inspections conducted by an inspector. The builder/remodeler is responsible for hiring an inspector. The three required minimum inspections are a foundation inspection, a framing, mechanical and delivery systems inspection and a final inspection.

### **2.) Who can be an inspector? ,**

An inspector can be an actively licensed professional engineer, a licensed architect, a professional inspector licensed by the Texas Real Estate Commission, a plumbing inspector employed by a municipality and licensed by the Texas State Board of Plumbing Examiners, a building inspector hired by a political subdivision, or an individual certified as a residential combination inspector by the International Code Council.

### **3.) How much does it cost to register as an inspector or to submit an inspection report?**

There is no cost. The inspection may be filed with the Brazoria County Floodplain Administrator or use the online County Inspection Certification System to enter an inspection. There is also no cost to register as an inspector. **Builders will need to register with the Brazoria County Floodplain Department in order to receive a number to utilize the online Inspection certification System.**

### **4.) What is the process for an inspector to document the three required inspections? What form is needed?**

Inspectors may either file the inspection reports with the Brazoria County Floodplain Administrator or may access the County Inspection Certification System and fill out the required Contracted Inspections information in order to submit an inspection. The Contracted Inspections information is the only information that an inspector needs to submit for an inspection. To submit a report, an inspector first must secure a builder-assigned project number; an inspector can submit reports only for projects that pass inspection. Once the information has been submitted, an emailed receipt confirmation will be sent to the builder/remodeler informing them that an inspection has been completed.

### **5.) What is a builder assigned project number?**

The Building Permit obtained from the Brazoria County Floodplain Administrator is assigned a permit number and will be the project number for reporting the three required inspections. This number links the inspection information to the home/project registration information. Identifying each project individually, this number is required in order to submit the online Contracted Inspections information within the online County Inspection Certification System.

### **6.) Does the same inspector have to perform and submit all three inspections? Does an inspector have to submit a report for a project that fails an inspection?**

The builder may hire a different inspector for each of the three required inspections. The builder/remodeler is responsible for correcting items that cause a failed inspection and for having that phase of construction re inspected. The builder/remodeler may also hire another inspector to conduct the re-inspection. Only passed inspections are accepted by the County.

### **7.) What are the code requirements for these required inspections?**

Brazoria County's Regulations require that a new single-family house or duplex, or an addition that will increase the square footage or value of the structure by more than 50% shall comply with the 2006 International Residential Code, as amended as of May 1, 2008 and including any amendments in the future.

### **8.) What are the penalties if a builder does not obtain these inspections?**

Brazoria County may refer an inspector to the appropriate regulatory authority for discipline; seek injunctive relief through the court system; or have a Class "C" citation issued for failure to comply with the inspection requirements. It is the builder and remodeler's responsibility to secure the three required inspections for qualified residential construction projects in unincorporated areas or areas not subject to municipal inspections.

**9.) Can multiple inspectors work together or use one another's report(s) to complete an inspection in phases or pieces?**

Yes, a registered inspector can rely on another registered inspector's report to complete a phase inspection. Either inspector may enter the completed inspection into the County Inspection Certification System; however, both must be properly registered and active.

For example, certain engineering companies may design the framing for the house as well as the foundation. In this case, a registered inspector engineer might inspect the framing, but not the mechanical or delivery systems. Another registered inspector would be hired to inspect the mechanical and delivery systems not inspected by the engineer. The engineer and the other inspector would coordinate by using one another's reports to determine that everything had passed and then either inspector may enter the past inspection into the County Inspection Certification System.

Another question might arise where more than one initial foundation inspections occur, for example, one before the footings are poured, and one before the slab is poured. Again, either inspector may enter the past foundation inspection to the online County Inspection Certification System or file each inspection report with the Floodplain Administrator and the registered inspectors would rely on each other's reports to determine that the home has passed that inspection phase.

**BRAZORIA. COUNTY ORDER APPLYING SUBCHAPTER F,  
CHAPTER 233, TEXAS LOCAL GOVERNMENT CODE, TO CERTAIN  
RESIDENTIAL CONSTRUCTION BEGUN AFTER SEPTEMBER 1, 2009**

WHEREAS, the Texas Legislature passed BB 2833 during the 81st Regular Session to provide for the health, safety and general welfare of all Texans through home construction standards in the unincorporated areas of counties; and

WHEREAS, the citizens of Brazoria County desire the construction of quality housing and wholesome living environments for its citizens living in unincorporated areas;

WHEREAS, the Commissioners Court, as the governing body of Brazoria County, a county with a population of more than 100, desires to adopt an order requiring application of the provisions of the Chapter 233 of the Texas Local Government Code to certain residential construction begun after September 1, 2009; and

WHEREAS, home builders and home remodelers understand that the purpose of building codes is to provide minimum requirements to safeguard the public safety, health and general welfare through affordability, structural strength, means of egress facilities, stability, sanitation, light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment.

**ORDER**

NOW THEREFORE BE IT ORDERED BY THE COMMISSIONERS COURT OF BRAZORIA COUNTY, TEXAS, THAT:

**SECTION I**

In accordance with Section 233.153, Texas Local Government Code, the can construction of a new single-family house or duplex begun after September 1, 2009 in the unincorporated areas of Brazoria County shall substantially conform to the 2006 International Residential Code, as amended on May 1, 2008 and all future amendments thereto.

**SECTION 2**

In accordance with Section 233.153, Texas Local Government Code, any construction of an addition to an existing single-family house or duplex. if the addition will increase the square footage or value of the existing residential building **by** more than 50 percent, begun after September 1, 2009 in the unincorporated areas of Brazoria County shall substantially conform to the 2006 International Residential Code, as amended on May 1, 2008 and all future amendments thereto.

## SECTION 3

In accordance with Section 233.154(a). Texas Local Government Code, a minimum of three inspections shall be performed, as applicable, to ensure substantial building code compliance in the construction of a new single-family house or duplex begun after September 1, 2009 in the unincorporated areas of Brazoria County.

The three required inspections during the construction project, as applicable, must be performed at:

1. the foundation stage, before placement of concrete;
2. the framing and mechanical systems stage, before covering with drywall or other interior wall covering; and
3. completion of construction of the residence.

For remodeling construction to an existing residence in which the structure's square footage or value will increase by more than fifty percent, the inspection requirements shall be performed as necessary based on the scope of work of the construction project.

The builder is responsible for contracting to perform the required inspections with:

1. licensed engineer;
2. a registered architect;
3. a professional inspector licensed by the Texas Real Estate Commission;
4. a plumbing inspector employed by a municipality and licensed by the Texas State Board of Plumbing Examiners;
5. a building inspector employed by a political subdivision; or
6. an individual certified *as* a residential combination inspector by the International Code Council.

A builder may use the same inspector for all the required inspections or a different inspection for each required inspection.

## SECTION 4

In accordance with Section 233.154(6), *Texas* Local Government Code, a builder performing construction of a new single-family house or duplex or the construction of an addition to an existing single-family house or duplex begun after September 1, 2009 in the unincorporated areas of Brazoria County shall provide notice to the Brazoria County Floodplain Administrator prior to beginning the construction project on a form prescribed by the County.

The notice must include (1)-the location of the new residential construction; (2) the approximate date by which the new residential construction will be commenced; and (3) the acknowledgment of the 2006 International Residential Code, published as of May 1, 2008, will be used by the builder to construct the new residential construction.

## **SECTION 5**

In accordance with Section 233.154(c), Texas Local Government Code, not later than the 10th day after the date of a final inspection required by this Order, a builder performing construction of a new single-family house or duplex or the construction of an addition to an existing single-family house or duplex begun after September 1, 2009 in the unincorporated areas of Brazoria County shall submit notice to said County stating whether or not the inspection showed compliance with the building code standards applicable to that phase of construction on a form prescribed by the County to (1) the Brazoria County Floodplain Administrator; and (2) the person for whom the new residential construction is being built if different from the builder.

## **SECTION 6**

Any development began in the unincorporated areas of Brazoria County but located 'Within an Extraterritorial Jurisdiction of a Municipality and that has entered into a Developers Agreement with the Municipality which provides compliance with either the International Residential Code published as of May 2, 2008 or the version of the International Residential Code adopted by the Municipality in which the developer's agreement exists, is hereby exempt from compliance with this Order.

## **SECTION 7**

In accordance with Section 233.157(c)(1) and (2), Texas Local Government Code, any construction built by the individual or the individual acts as the individual's own contractor and the individual intends to use the residence as the individual primary residence, is exempt from the inspection requirements under this Order.

## **SECTION 8**

The County may choose to enforce this Order by:

1. referring the inspector to the appropriate regulatory authority for discipline;
2. seeking injunctive relief as allowed by law to prevent a violation or threatened violation of a standard or notice required under this Order from continuing or occurring; or
3. referring the builder for prosecution under Section 233.157 of the Texas Local Government Code - Class C Misdemeanor.

## **SECTION 9**

This Order shall be effective \_\_\_\_\_, 2010.

Adopted this day of \_\_\_\_\_, 2010.

### **APPROVED:**

(SEAL)

**Matt Sebesta**  
**Brazoria County Judge**

### **ATTEST:**

**Brazoria County Clerk**

**INSPECTION INFORMATION  
TO BE FILED BY BUILDER AND/OR INSPECTOR  
UNLESS REPORTS FILED ON-LINE  
(ATTACH ALL INSPECTION REPORTS)**

Permit#: \_\_\_\_\_

Builders IRC #: \_\_\_\_\_

Home Owners Name: \_\_\_\_\_

Address of Inspected Home: \_\_\_\_\_

NOTE: *If a property lies in an ETJ it is required to contact the city hall for appropriate building codes.*

**I) FOUNDATION STAGE (before placement of concrete)**

a) **IN COMPLIANCE** with the residential code used in construction.  [ ]  
b) **NOT IN COMPLIANCE** with the residential code used in construction.  [ ]

**INSPECTOR INFORMATION:**

NAME: \_\_\_\_\_ REGISTRATION #: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**SIGNATURE (REQUIRED)**

**DATE**

**2) FRAMING AND MECHANICAL SYSTEMS STAGE**

(before covering with drywall or another interior all covering)

a) **IN COMPLIANCE** with the residential code used in construction.  [ ]  
b) **NOT IN COMPLIANCE** with the residential code used in construction.  [ ]

**INSPECTOR INFORMATION:**

**SAME AS ABOVE**  [ ]

NAME: \_\_\_\_\_ REGISTRATION #: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**SIGNATURE (REQUIRED)**

**DATE**

**3) COMPLETION**

a) **IN COMPLIANCE** with the residential code used in construction.  [ ]  
b) **NOT IN COMPLIANCE** with the residential code used in construction.  [ ]

**INSPECTOR INFORMATION:**

**SAME AS ABOVE**  [ ]

NAME: \_\_\_\_\_ REGISTRATION #: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**SIGNATURE (REQUIRED)**

**DATE**



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Received

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Related OSSF  
Application#

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Permit#

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IRC#

**BRAZORIA COUNTY**

**NOTICE OF RESIDENTIAL CONSTRUCTION  
INSPECTION COMPLIANCE  
IN UNINCORPORATED AREA  
(TO BE SUBMITTED BY BUILDER)**

**BUILDERS NAME:** \_\_\_\_\_

**PROJECT INFORMATION**

**TYPE OF CONSTRUCTION: (Check One)**

- 1) New Residential Construction on a vacant lot [ ]
- 2) Addition to an Existing Residential Unit [ ]

**NOTE:** *If a property lies in an ETJ it is required to contact the city hall/or appropriate building codes.*

**LOCATION:**

Address: \_\_\_\_\_

Lot and Block #: \_\_\_\_\_ Subdivision: \_\_\_\_\_

Survey: \_\_\_\_\_ Tract/Acreage: \_\_\_\_\_

Deed Reference: \_\_\_\_\_ Property ID (MCAD)#: \_\_\_\_\_

**RESIDENTIAL CODE USED IN CONSTRUCTION:**

- 1) INTERNATIONAL RESIDENTIAL CODE- published \_\_\_\_\_ [ ]  
Date \_\_\_\_\_