

# 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 Ducky Recovery, LLC of Harahan, Louisiana.

### 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: David Cohn, CFO  
Printed Name and Title

BRAZORIA COUNTY

PURCHASING DEPARTMENT



SUSAN P. SERRANO, CPPO, CPPB

Purchasing Director

December 12, 2025

Ducky Recovery, LLC  
Attn: David Cohn  
5333 River Road, Suite D  
Harahan, LA 70123  
[davidc@duckyjohnson.com](mailto:davidc@duckyjohnson.com)

Re: Award for RFSQ# 25-59 Qualifications for a Contractor Pool for Residential Home Elevations and or Reconstruction

Dear Mr. Cohn:

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 Serrano".

Natasha, CPPO, CPPB  
Brazoria County Purchasing Assistant Director

## CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**  
**CERTIFICATION OF FILING**

**Certificate Number:**  
2025-1400671

**Date Filed:**  
12/16/2025

**Date Acknowledged:** 12/16/2025

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

Ducky Recovery, LLC  
Harahan, LA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

## Brazoria County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFSQ# 25-59

## Reconstruction Services

**5 Check only if there is NO Interested Party.**

## 6 UNSWORN DECLARATION

My name is David Cohn, and my date of birth is 11/30/1975.

My address is 5333 River Road, Suite D, Harahan, LA, 70123, USA.  
(city) (state) (zip code) (country)

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

Executed in Jefferson County, State of Louisiana, on the 16th day of December, 2025.  
(month) (year)

*Danish*

Signature of authorized agent of contracting business entity  
(Declarant)

## Boycott Verification

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

Definitions:

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

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

I, David Cohn (Person name), the undersigned representative of (Company or Business Name) Ducky Recovery, 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

12-16-25

DATE



SIGNATURE OF COMPANY REPRESENTATIVE

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

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

Ducky Recovery, 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.

N/A

Name of Officer

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

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

Yes       No

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

Yes       No

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

N/A

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



Signature of vendor doing business with the governmental entity

12-16-25

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:

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(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.

## 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.*

Ducky Recovery, LLC

LEGAL NAME OF CONTRACTING COMPANY

46-2269584

N/A

FEDERAL I.D. # (Company or Corporation)

SOCIAL SECURITY # (Individual)

504-655-7123

504-322-2702

TELEPHONE NUMBER

FACSIMILE NUMBER

David Cohn

CFO

CONTACT PERSON

TITLE

5333 River Road, Suite D

Harahan, LA

70123

COMPLETE MAILING ADDRESS

CITY & STATE

ZIP CODE

5333 River Road, Suite D

Harahan, LA

70123

COMPLETE STREET ADDRESS

CITY & STATE

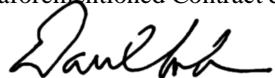
ZIP CODE

davidc@duckyjohnson.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”

David Cohn

Typewritten or Printed Name

10-1-25

DATE

CFO

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 Ducky Recovery, LLC

Signature of Company Official David Cohn  
Authorizing the Bid/Offer Date 10-1-25

Company Official  
(Printed Name) David Cohn

Official's Position CFO

# 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.**



SIGNATURE

David Cohn

Typewritten or Printed Name

10-1-25

DATE

CFO

Title

## **CERTIFICATION REGARDING LOBBYING**

### **Certifications For Contracts, Grants, Loans, And Cooperative Agreements**

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

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

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



Signature/Authorized Certifying Official

David Cohn, CFO

Typed Name and Title

Ducky Recovery, LLC

Applicant / Organization

10-1-25

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.

---

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 _____, 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, if applicable: _____	
<b>Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$ _____	
<b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b>  No Lobbying Activities	<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b>   <b>Print Name:</b> David Cohn  <b>Title:</b> CFO  <b>Telephone No.:</b> 504-655-7123 <b>Date:</b> 10-1-25	
<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 Brazoria County

Before me, the undersigned authority, on this day personally appeared David Cohn 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 Ducky Recovery, 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.



David Cohn, CFO

Name

Title

SWORN TO AND SUBSCRIBED BEFORE ME by the said David Cohn, this 26th day of September 2025, to certify which witness my hand and seal of office.

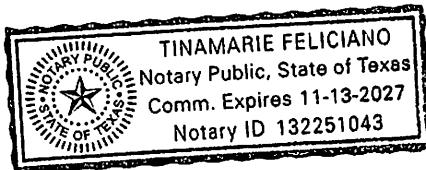
Tinamarie Feliciano

NOTARY PUBLIC in and for

State of Texas

Printed Name: Tinamarie Feliciano

My Commission Expires: November 13, 2027



**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.

**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.

No conflict of interest to report

**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).



10-1-25

Signature of vendor doing business with the governmental entity

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

(Company/Contractor)



Contractor Signature

10-1-25

Date

David Cohn

Printed Name

CFO

Title

# TEXAS GOVERNMENT CODE 552, SUBCHAPTER J

## ACKNOWLEDGEMENT FORM

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



SIGNATURE

“must be authorized to execute on behalf of company”

David Cohn

Typewritten or Printed Name

10-1-25

DATE

CFO

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.

Ducky Recovery, LLC

COMPANY NAME



SIGNATURE OF COMPANY REPRESENTATIVE

David Cohn

PRINTED NAME

CFO

TITLE

10-1-25

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

Ducky Recovery, LLC

Legal Name of Contracting Company

David Cohn

Contact Person

5333 River Road, Suite D; Harahan, LA 70123

Complete Mailing Address

504-655-7123

504-322-2702

Telephone Number

Facsimile Number

davidc@duckyjohnson.com

Email Address

A handwritten signature in black ink that appears to read "David Cohn".

10-1-25

Signature

Date

BRAZORIA COUNTY  
VENDOR DATA SHEET

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

VENDOR NAME Ducky Recovery, LLC D&B DUNS NUMBER 051530460

COMPLETED BY: David Cohn DATE FORM COMPLETED: 10-16-25

SAM.GOV UEI NUMBER: VBRKR863AKM1 CAGE CODE: 84Z77

Is vendor incorporated?  Yes  No; If incorporated: How incorporated: \_\_\_\_\_ Where incorporated: \_\_\_\_\_

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

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

5333 River Road, Suite D

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

David Cohn

PRIMARY PERSON AUTHORIZED TO EXECUTE A  
FINANCIAL/BANKING AGREEMENT



SIGNATURE OF ABOVE INDIVIDUAL

Daniel McKearan

SECONDARY PERSON AUTHORIZED TO EXECUTE  
A FINANCIAL/BANKING AGREEMENT



SIGNATURE OF ABOVE INDIVIDUAL

www.duckyjohnson.com

WEBSITE ADDRESS

Harahan

CITY

LA / 70123

STATE / ZIP

CFO

TITLE

(504) 655-7123

TELEPHONE #

davidc@duckyjohnson.com

EMAIL ADDRESS

CEO

TITLE

(504) 628-7562

TELEPHONE #

danny@duckyjohnson.com

EMAIL ADDRESS

REMITTANCE INFORMATION

Ducky Recovery, LLC

REMIT TO NAME (If different from above)

5333 River Road, Suite D

REMIT TO ADDRESS

David Cohn, CFO

CONTACT PERSON/TITLE

davidc@duckyjohnson.com

EMAIL ADDRESS

Harahan

CITY

LA / 70123

STATE / ZIP

504-655-7123

TELEPHONE #

504-322-2702

FACSIMILE #

Is this the only remit address you have?  Yes  No

If no, please provide information:

## EXHIBIT B – VENDOR RESPONSE

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

- RESPONSE FROM VENDOR FOR HOME ELEVATIONS (as shown in section 6.0 Evaluation Criteria for Home Elevations)
- RESPONSE FROM VENDOR FOR HOME RECONSTRUCTION (as shown in section 7.0 Evaluation Criteria for Home Reconstruction)
- 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*)
- SIGNED ADDENDUMS (IF APPLICABLE)

*Please check the service or services you are submitting to below. If you are submitting for both elevation and reconstruction, ensure that your submission includes your response for elevation and your response for reconstruction, based upon the evaluation criteria shown in the RFSQ package.*

*Elevation Services*

X

*Reconstruction Services*

*Elevation and Reconstruction Services.*

If you are submitting a response for home elevations:

**INSERT RESPONSE**

**HERE**

Ducky Recovery is only seeking to participate in reconstructions in Brazoria County

*If you are submitting a response for home reconstruction:*

**INSERT RESPONSE**

**HERE**



# RFSQ RESPONSE



**Ducky Recovery, LLC**  
5333 River Road, Suite D  
Harahan, LA 70123  
UEI: VBRKR863AKM1

**Point of Contact:**  
David Cohn, CFO  
(504) 655-7123  
[davidc@duckyjohnson](mailto:davidc@duckyjohnson)

**Submittal Date: October 23, 2025**

**Brazoria County – RFSQ#25-59 Qualifications for a Contractor Pool  
for Residential Home Elevations and or Reconstruction for FEMA  
Harvey Disaster Funding Recipients**

## Cover Letter

Ducky Recovery, LLC appreciates the opportunity to present our qualifications to Brazoria County, Texas. While working in Hurricane Harvey recovery, we performed several reconstructions in Brazoria County. This experience has given us first-hand knowledge of the devastating effects caused by the recent natural disasters impacting Brazoria County and we believe our experience in FEMA and HUD CDBG-DR funded residential repair and reconstruction programs, our extensive Texas-based experience, our exemplary financial strength, and technical and operational acumen make us an ideal fit to provide services in this program. We are actively providing Reconstruction, MHU Replacement and Rehabilitation services across Texas, Florida, Alabama and North Carolina and believe we can be a tremendous asset to Brazoria County in this program. Additionally, we have experience in providing reasonable accommodations (RA) across all project types.

Ducky is an industry leader in residential disaster recovery and have participated in numerous disaster recovery programs. We have operating offices in North Carolina, Florida, Texas, Louisiana, New Jersey, and Alabama. Our strong financial and bonding positions also give Ducky the ability to handle large increases in capacity. The company has extensive experience executing rehabilitations, reconstructions, MHU replacements, demolitions and home elevations with private, state, and federal funds including the use of CDBG-DR funds. We are already operating in Houston and Harris County with a dedicated team and can quickly mobilize to begin construction activities.

From the CEO to every field person, the entire Ducky team is rooted in providing a safe work environment. Each team member knows that a safe job site is the responsibility of each individual and together we can make that happen. Through advanced, detailed planning and daily good “housekeeping” practices the Ducky team boasts an excellent EMR safety rating. This track record is held with honor by both senior leadership and field staff.

The Ducky team is also proud of its philanthropic involvement in the communities in which we engage. Our team members have supported Texas communities through Catholic Charities, Habitat for Humanity, UMCOR and other non-profits who regularly aid in various recovery efforts. We also ran a contest for Houston area youth who were going to present livestock at the Houston Rodeo that didn't get an opportunity to present due to COVID. We firmly believe a true recovery requires the involvement of public and private partnerships throughout the communities.

Our proposed program manager, Richard Menchaca has worked directly on all reconstructions and rehabilitation programs that we have participated in throughout Texas and is ready to leverage that experience in this program. Additionally, our recovery and program knowledge would allow our team to begin work right away, having navigated this process many times before. We stand ready to assist and look forward to the opportunity to use our skills to achieve the program goals efficiently and effectively.

Sincerely,



---

Daniel P. McKearan  
Chief Executive Officer  
Ducky Recovery, LLC

## **Company Narrative - The Ducky Advantage**

We believe these “Ducky Advantages” listed below far exceed the minimum qualifications outlined in the RFSQ. We have a unique understanding of the project requirements and a perspective of the breadth of the impacts from the first impacts following a natural disaster. The **key strengths** and **competitive advantages** of Ducky are demonstrated through the following core competencies.

- **EXTENSIVE RESIDENTIAL CONSTRUCTION EXPERIENCE:** Our firm has been in continuous operation in the residential house moving/elevation/mitigation building industry for more than 55 years and has elevated and repaired and reconstructed thousands of residential units throughout that time. Our firm holds construction licenses in multiple jurisdictions around the country and has the aptitude and capacity to manage the completion of work on milestone payment basis.
- **TRACK RECORD WITH DISASTER RECOVERY PROGRAMS:** Our company has performed all manner of the scope of services for residential reconstruction, elevation, new construction and rehabilitation in disaster recovery programs throughout the United States. Furthermore, having worked in several programs, the entire senior management team is experienced in both FEMA programs and HUD CDBG-DR programs and we understand the complexities of the regulations and policies that govern housing recovery work. Our experience extends for longer than the past five years having begun supporting recovery efforts in New York and New Jersey following Hurricane Sandy.
- **PERFORMANCE RECORD COMPLETING PROJECTS UNDER 90 DAYS:** Our understanding is that the reconstruction scopes can vary and the construction team must have the capability to manage multiple simultaneous projects and scopes of work over a wide geographic area. Ducky has developed a proven team capable of meeting these expectations and requirements. Working as a prime contractor performing disaster recovery housing construction services, ***Ducky has been contracted to deliver, within 120 days from Notice to Proceed, on extremely complex scopes, hundreds of housing elevation, reconstruction, rehabilitation, MHU and new construction projects over hundreds of square miles and has never been charged liquidated damages to date. Further, we have often completed projects as quickly as under 90 days.***
- **EXPERIENCE WITH REPAIR OF HISTORICAL PROPERTIES:** The Ducky team has staff that understands both the processes of required historic review of all federally funded projects through the “Section 106 process” and the requirements relating to historic rehabilitation through the “Secretary of the Interior’s (SOI) – Standards for Rehabilitation”. The Section 106 processes require the State Historic Preservation Office – SHPO review and comment on potential adverse impacts of proposed work to a historic home or building. The SOI standards are used to guide the design of the proposed work. Ducky is prepared to work within these processes that strive to ensure the best treatments are applied to the rebuilding of flooded historic homes and buildings, to ensure that they retain their historic features and designation.
- **FINANCIAL STRENGTH:** Ducky Recovery is highly financially stable and able to be supportive of payment terms consistent with construction projects. It is our general practice to support subcontractors through advance payments for completed work prior to receiving reimbursement from the program. Ducky’s bonding capacity is \$25,000,000 however our relationship with our bonding company would permit increases in capacity. Our long-standing banking relationships afford us a credit capacity of up to \$20,000,000. The company’s impeccable fiscal standing and work experience provides Ducky with a firm financial foundation and bonding capacity to meet all qualifications that might be requested.

- **COMPLIANCE WITH PROGRAM REQUIREMENTS:** Ducky has extensive experience working in disaster recovery programs including CDBG-DR programs. We have seen many different program executions are prepared to quickly adapt to the program requirements with respect to construction timing, inspections, milestone billing, change orders and general communications with the program. Further, we are familiar with providing warranty service once the job is complete and have partnered with a third party for the warranty period after one year. We pride ourselves on our ability to thoroughly engage the program and support its efforts in getting homeowners back into their homes following a devastating natural disaster. Through the use of our cloud-based software Monday.com, we can allow all interested parties including the homeowner, subcontractors, and Ducky's operational and accounting teams, to track the progress of their project.
- **TECHNICAL MANAGEMENT AND COMPLIANCE OF DISASTER RECOVERY HOUSING CONSTRUCTION:** Upon selection by the homeowner, the Ducky team will engage with homeowners and, in cooperation with the county, will be responsible for site verification and initiating all work necessary to reconstruct the residence in a safe, cost effective and timely manner. We have successfully performed projects involving Davis Bacon Act and prevailing wage compliance in which we were required to submit payroll documentation.

Our team understands the technical aspects of project pricing and delivery of the projects to be performed with HUD CDBG-DR funds. *Our construction management team have prepared hundreds of millions in disaster recovery housing work scopes – so our working knowledge of the technical details of residential rehabilitation and reconstruction construction as well as housing elevation construction – including Historic Preservation and Coastal building requirements – will enable us to quickly progress through the construction process.*

## EXPERIENCE AND QUALIFICATIONS

Our firm has been in continuous operation in the residential house moving/elevation/mitigation building industry for more than 55 years and has reconstructed, elevated and repaired thousands of residential units throughout that time. We have been working in the federally funded construction space for over 10 years beginning with Hurricane Sandy that impacted New York and New Jersey. Since then, we have worked in more than 10+ different CDBG-DR funded programs as a Prime Contractor. Ducky has extensive experience working in disaster recovery programs including CDBG-DR programs. We have seen many different program executions are prepared to quickly adapt to the program requirements with respect to construction timing, inspections, milestone billing, change orders and general communications with the program. Further, we are familiar with providing the required warranty service once the job is complete and have partnered with a third party for the warranty period after one year. We pride ourselves on our ability to thoroughly engage the program and support its efforts in getting homeowners back into their homes following a devastating natural disaster.

Ducky has successfully performed as a **PRIME CONTRACTOR** all manner of the scope of services for residential rehabilitation, reconstruction, new construction, elevation and MHU replacement in disaster

recovery programs throughout the United States. Additionally, we have completed hundreds of reconstructions throughout Texas following the devastating effects of Hurricane Harvey. Furthermore, having worked in several programs, the entire senior management team is experienced in both FEMA programs and HUD CDBG-DR programs, and we understand the complexities of the regulations and policies that govern housing recovery work. Our experience extends for longer than the past five years having begun supporting recovery efforts in New York and New Jersey following Hurricane Sandy in 2012.

Ducky has performed recovery projects for city, county, state and federal government agencies. The team is fully equipped to ensure that all state and local building and zoning requirements are met and/or exceeded. The company has extensive experience executing reconstructions, rehabilitations, MHU replacements and home elevations with private, state and federal funds including the use of CDBG-DR funds. Ducky has worked with a number of CDBG-DR funded programs including Texas GLO Homeowner Assistance Program, Rebuild Florida, and RebuildNC program, New York Rising Housing Recovery Program, New York City Build It Back Repair Program Choose Your Own Contractor, New Jersey Low-to-Moderate Income Homeowners Rebuilding Program, Reconstruction Rehabilitation Elevation and Mitigation Program Pathways B and C, and Baton Rouge Housing Recovery. In these programs, we have completed over 3,000 individual projects, including all manner of scopes such as rehabilitation, reconstruction, MHU replacement, modulars and demolition. We have the capacity to handle in excess of 300 projects annually and can staff further to handle more should it be required. During the peak of a program we have received 60 projects simultaneously and are able to promptly coordinate their completion within program timeframes.

### Ducky Recovery Reconstruction Experience

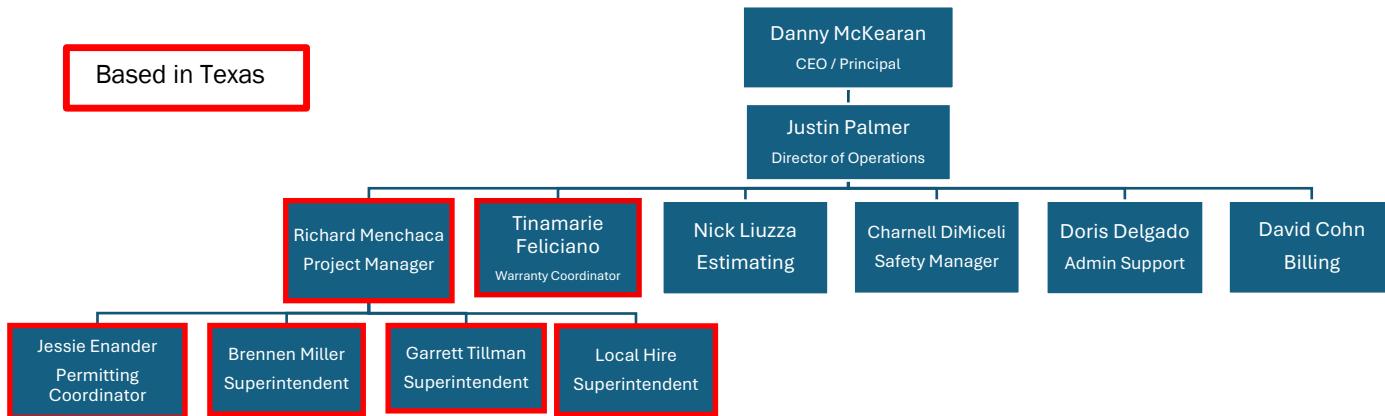
Program	Year	Completed Recons	Avg Days in Precon	Avg Days in Construction	Avg Days Warranty Resolution
NCORR - Hurricane Matthew/Florence	2020 to 2025	114	28	100	7
Texas General Land Office - Hurricane Harvey HAP (Zone 2)	2019 to Present	342	14	50	10
Texas General Land Office - Hurricane Harvey HAP (City of Houston / Harris County)	2019 to Present	288	14	50	10
Florida Commerce - Hurricane Irma	2018 to 2025	7	21	70	7
Florida Commerce - Hurricane Michael	2019 to 2024	69	14	60	7
Alabama Dept of Economic Community Affairs	2024 to Present	79	14	60	7
Florida Commerce - Hurricane Ian	2025 to Present	39	10	80	7
Lee County (FL) - Hurricane Ian	2025 to Present	31	10	80	7
<b>TOTAL</b>		<b>969</b>	<b>16</b>	<b>69</b>	<b>8</b>

Ducky Recovery realizes that its most important asset is its employees. Over the years, we have developed a deep and broad bench of employees who excel at numerous facets of the residential mitigation and construction industry. Our team complements each other and is able to work effectively to ensure timely

responses to all job requirements. In addition to those highlighted below, we have a large available workforce to ensure project completion.

Our efforts for Brazoria County recovery will be led by Justin Palmer. He will be the main point of contact for both throughout the life of the project. Justin attended Brigham Young University and obtained a degree in Construction Management. Justin has over 10 years experience in residential construction, a copy of his resume is attached. Justin's primary work experience is in new home construction with DSW Homes and French Brothers with a focus on production building. While working with Ducky Recovery, Justin oversaw our reconstructions, new construction, mobile home replacements rehabilitation, and elevation projects. Reporting directly to Justin will be Richard Menchaca who will act as the local **Project Manager** and will oversee all superintendents and supplement oversight on the jobs and coordinate with subcontractors. Richard successfully led Ducky's efforts for Texas General Land Office Hurricane Harvey recovery program. Richard is highly experienced in running a successful disaster recovery program. A copy of all key employees resumes who will be involved in the program are attached. Justin will have full responsibility for direct communication with the program on status report for all projects and coordinate with all subcontractors. Justin reports directly to the CEO of the company who will have a keen interest in overseeing a successful completion of the projects.

Richard will lead the "boots on the ground" efforts coordinating with homeowners, subcontractors and internally within Ducky. Richard will submit weekly status reports to the CEO in addition to progress tracking via Monday.com. We have a deep bench of experienced construction professionals in our organization and are prepared to deploy them as needed. [At no time will we allow the job to superintendent ratio to exceed 8:1.](#) In addition to Justin, an administrative support team will provide cost estimating, billing, payables, purchasing, insurance, and bonding support to all of the team that are local to the construction site. All our administrative personnel have worked in the residential construction industry for over 10 years and are highly familiar with HUD CDBR-DR programs.



#### i. Project Manager – Richard Menchaca

Highly organized and detail-oriented professional with over fifteen years' experience working in the construction industry. Team leader with strong work ethic who goes above and beyond tasks assigned. Richard successfully led Ducky's efforts for Texas General Land Office in their Hurricane

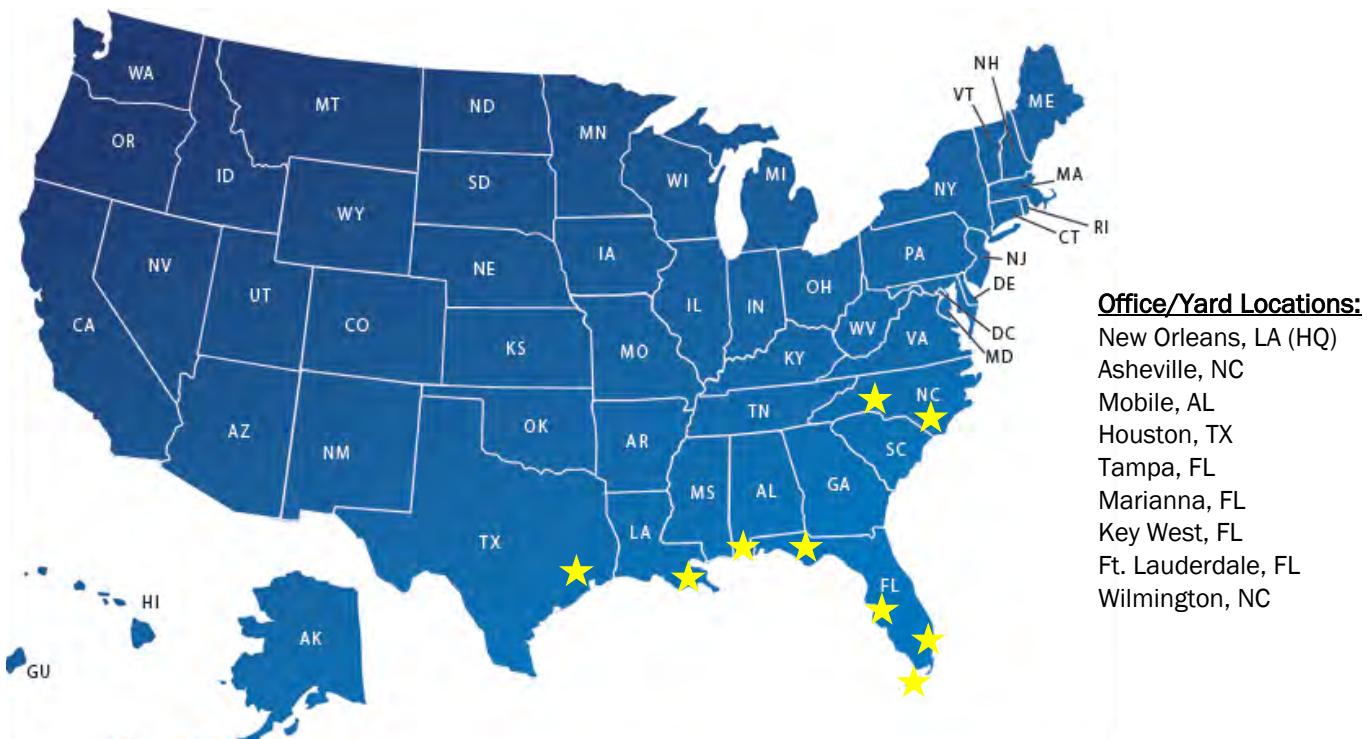
Harvey program. He oversaw over 200 projects of all types across Texas and will be an extremely valuable asset to this Program.

- ii. Superintendents – Ducky has a deep bench of Project Managers/Superintendents who have been with the company for a minimum of three years. We're very proud of the retention we have with our employees and their loyalty is evident in their desire to relocate to different areas of the country to assist in disaster recovery.
- iii. Permitting Coordinator – Jessie Enander

Strategic and detail oriented with over ten years of administrative and construction experience. Outstanding organization, time management, planning, and problem-solving skills as well as natural customer service and team building abilities. Jessie led permitting efforts for Ducky from our Houston office and has performed hundreds of starts over the course her career with Ducky.

- iv. Warranty Coordinator – Tinamarie Feliciano

Hard-working professional with an extensive background in administration and construction. Her strong communication skills allow her to build impressive relationships with fellow employees, subcontractors, and homeowners to provide high quality customer service. Tinamarie refined Ducky's warranty tracking methodology while working in Texas's Homeowner Assistance Program leveraging Monday.com and her construction knowledge. Tinamarie will also lead our homeowner communications.



Employees can be deployed from all office to support  
the company's efforts in Brazoria County

Ducky has been engaged under a contract for CDBG-DR and FEMA funded residential construction and has never been dismissed from participation in the programs or voluntarily ceased participation in the programs without completing all construction projects. Please see below for a list of representative programs.

Client Programs	Contract Term	Contract Value	Recons Completed	Funding
* <b>Texas General Land Office</b> Texas Homeowner Assistance Program (HAP)	2019-present	\$100 M	342	CDBG-DR
* <b>Florida Commerce (formerly DEO)</b> Rebuild Florida- Hurricane Irma Housing Repair and Replacement program	2019-present	\$100 M	7	CDBG-DR
<b>New York City Mayor's Office of Housing Recovery (HRO)</b> New York City Build It Back	2014-2018	\$45 M	0	CDBG-DR
<b>Florida Commerce (formerly DEO)</b> ReBuild Florida- Hurricane Michael Housing Repair and Replacement program	2021-present	\$40 M	69	CDBG-DR
* <b>Texas General Land Office</b> Houston and Harris County HAP present	2020-present	\$25 M	288	CDBG-DR
* <b>North Carolina Office of Recovery and Resiliency (NCORR)</b> Hurricane Matthew and Florence Housing Replacement	2020-present	\$40 M	114	CDBG-DR
* <b>Alabama Dept of Economic Community Affairs (ADECA)</b> Hurricane Sally and Zeta Housing Program	2023-present	\$50 M	79	CDBG-DR
<b>State of North Carolina- Division of Emergency Management &amp; Robeson County</b> ReBuild NC- Rehabilitation/Reconstruction/MHU Replacement	2018- present	\$4 M	0	CDBG-DR
<b>NJ Department of Community Affairs</b> MHU LMI Program ,Reconstruction, Rehabilitation, Elevation & Mitigation Program (RREM), Landlord Rental Repair Program (LRRP), Hazard Mitigation Grant Program (HMGP)	2013-2018	\$3 M	0	CDBG-DR
<b>New York Rising Program- Governor's Office of Storm Recovery</b>	2016-2018	\$2M	0	CDBG-DR
<b>Departmento de la Vivenda- Gobierno De Puerto Rico</b> Puerto Rico- Tu Hogar Renace Program	2017-2018	\$1.4 M	0	FEMA
<b>State of North Carolina- Division of Emergency Management (NCEM) NC Step- Florence</b>	2019	\$1.4 M	0	FEMA

*\*Actively working in this program*

## Cost Control Program

Ducky always strives to control costs on every project we perform. This begins with carefully reviewing all aspects of a job prior to commencing any field work. We will seek out areas that, in our experience, may have been over engineered. In particular, piling configuration if applicable. Additionally, we will purchase materials in bulk to take advantage of volume discounts.

## Homeowner Relationships

Through our consistent communication philosophy with each stakeholder (homeowner, subcontractor and program representative) we strive to over-communicate throughout the construction process. Certainly, having no issues throughout the process would be ideal but we understand that's not always reality. Any issues are fielded by the Project Manager and escalated to the broader management team as necessary. We also establish an email address that is provided to each homeowner to field any issues that

may arise. Our goal is for any issues not to get elevated to the program level so each issue is treated with priority in order to resolve. Project Managers are instructed to handle small items promptly and without question. Any larger items are escalated to company management for full vetting and resolution. Post construction, Ducky utilizes a warranty team to address any items following the homeowner occupying their new residence.

## **Local Building Costs**

Ducky has been working for the Texas GLO around Texas since 2019 and has developed a deep bench of highly qualified subcontractors. We are constantly evaluating the costs on each project and examining how to maximize every dollar spent on a project. Our experience providing similar services in other states allows us to compare pricing on a national level and can assist us in determining the best cost.

## **Quality Control Program**

Ducky understands that it must ensure that the quality of construction meets and exceeds statutory and contractual requirements. As a seasoned general contractor and house elevation contractor, Ducky is familiar with the contractual conditions that apply to this type of construction, and as such, treats Quality Control as a priority business matter. Our quality control program will be managed by Garrett Tillman.

Our first and most important aspect of quality control is careful vetting of subcontractors prior to start of work. This comes from following up with references; a vendor verification check through State and local databases (such as state licensing board, Better Business Bureau and industry groups); a competitive evaluation (availability for timelines proposed, adequate facilities and resources, prior experience, quality assurance); a review of any claims made against the subcontractor; verification of acceptable insurance(s) and licenses; and if desired, an interview process with senior management.

As each project is completed, Ducky will submit an evaluation for the State's use according to a 5-point performance evaluation criterion:

( <input checked="" type="checkbox"/> ) Adherence to specifications	( <input checked="" type="checkbox"/> ) Adherence to schedule	( <input checked="" type="checkbox"/> ) Quality of workmanship
( <input checked="" type="checkbox"/> ) Promptness & accuracy of submittals	( <input checked="" type="checkbox"/> ) Safety and professionalism at jobsite	

**\*\*\*Subcontractors who fail to maintain a minimum performance score will be cited in Ducky's Status Reporting\*\*\***

The overall Field Program Quality Control Plan is designed to address compliance common between all projects, yet have enough flexibility to address the unique issues than span the scope of work which includes, obtaining all necessary state and local permits, utility disconnects, architectural renderings, demolition, debris removal, site preparation, foundation repairs, structural damage repair, building envelope repair, surface preparation and painting, floor repair and replacement, cabinet and appliance replacement, lead and asbestos abatement, green building codes and any other special construction requirements.

The quality control plan will be structured to comply with all applicable building, relief and manufacturer codes, standards and specifications including:

- The International Construction Code (ICC)

- National Flood Insurance Program (NFIP) and FEMA Guidelines.
- HUD Housing Quality Standards (HQS) and associated check sheets.
- Public and Indian Housing (PIH) Green Initiatives and Green Standard Certification
- Initial material design specifications
- Initial manufacturer material quality and installation specifications
- All applicable building codes
- The plan will address quality assurance through initial reviews of: component specifications; inspection of delivered components against specification; and change orders (as applicable). Quality control will be exercised during a project through a series of benchmarks including:
  - Inspection of work at pre-determined stages for installed component specification compliance and/or manufacturer warranty specifications by Ducky's Project Manager.
  - Inspection of work at pre-determined stages for overall design specification compliance by the Authority Having Jurisdiction (AHJ) (as required).
  - Inspection of work at pre-determined stages for overall design specification compliance by State appointed third-party inspectors.
  - Asbestos, LBP, and/or Mold inspection from an agreed upon, licensed professional (as needed).
  - Homeowner interaction and material selection (within the confines of the program).
- Final quality control will be exercised at the end of each project through:
  - A final inspection of work for overall design specification compliance by Ducky's Project Manager.
  - A final inspection of work for overall design specification compliance by the Authority Having Jurisdiction (AHJ) (as required).
  - Obtaining certification of Asbestos, LBP, and/or Mold abatement from an agreed upon, licensed professional (as needed).
  - Homeowner satisfaction/acceptance (within the confines of the program).

Quality control progress and compliance will be tracked and documented through a series of periodic program reports; periodic inspection reports; photographs; logs; and other documents as required, as documented in Status Reporting.

### **Compliance with Work Schedules**

Our standard project management tool is Monday.com. This cloud enabled technology allows our field personnel to capture and record project details (logs, photos, progress notes, punch list items) from their mobile phones or tablets, which is instantly submitted and added to the project files with the click of a button. This enables our management team to monitor and track the extraordinary data and reporting requirements involved with the management and completion of CDBG-DR residential reconstruction projects throughout disparate jurisdictions and geographies. The platform allows us to manage and control both project schedule and subcontractor and vendor delivery commitments and is enabled to capture field data in real-time so that schedule variance is identified and diagnosed early in the project cycle and adjustments can be made to maintain the overall Delivery Order schedule. Project schedules can be viewed in calendar, Gantt, and daily/weekly/monthly views for each of reporting and communications. Project schedule adherence will be a primary input into our Monthly Status Reporting.

### **Additional Items**

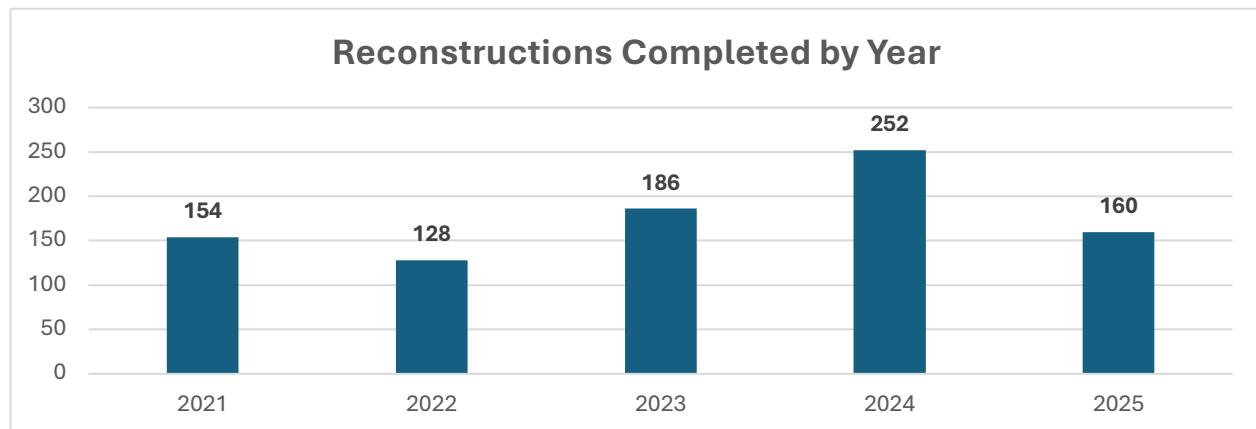
- *Lead Based Paint and Asbestos Containing Materials* - The Ducky team is highly experienced with lead-based paint and asbestos removal related to the rehabilitation, reconstruction, and new

construction of residential properties. We are certified by the EPA to perform lead-based paint renovation, repair, and painting services.

- ***Bonding and Insurance*** – We have carefully reviewed the bonding and insurance requirements outlined in the RFPQ and are prepared to meet all insurance requirements. A letter of support from our bonding company and a copy of Ducky's current Certificate of Insurance has been included in the Supporting Document section of our response. All insurance and bonding coverage is placed with only highly rated, financially sound and reputable insurers and sureties.
- ***Financial Solvency*** - As you will see from our Annual Report, Letter of Support from our bonding company and letter of support from our bank, Ducky Recovery is highly financially stable and able to be supportive of payment terms consistent with construction projects. It is our general practice to support subcontractors through advance payments for completed work prior to receiving reimbursement from the program. Further we are supportive of a single pay point upon completion of a project as opposed to milestone payments throughout construction. Ducky's bonding capacity is \$50,000,000 with a credit capacity of \$20,000,000. The company's impeccable fiscal standing and work experience provides Ducky with a firm financial foundation and bonding capacity to meet all qualifications that might be requested.
- ***HUD BPD Green Building Retrofit Checklist*** – Ducky has prepared the HUD Green Building Retrofit Checklist on all projects it has performed requiring it. We fully understand the requirements to comply with this standard. This includes the categories under energy, water, lot choice, site, health, materials, disaster mitigation and the general sections. Our team is committed to being a good steward of the environment we build in and to conserve energy and reduce the impact to the environment throughout the build process and beyond. Ducky Recovery managers have successfully built hundreds of houses with independent energy raters using the Home Energy Rating System (HERS) rating to assess the performance of our material selections and plans. Additionally, the reviewers also performed blower door tests to gauge the air leakage rates around the thermal envelope. These ratings averaged a HERS index score of between 50-65 consistently.

## CAPABILITIES AND CAPACITIES

- Total number of completed reconstructions 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.

## Ducky Recovery Reconstruction Active Programs

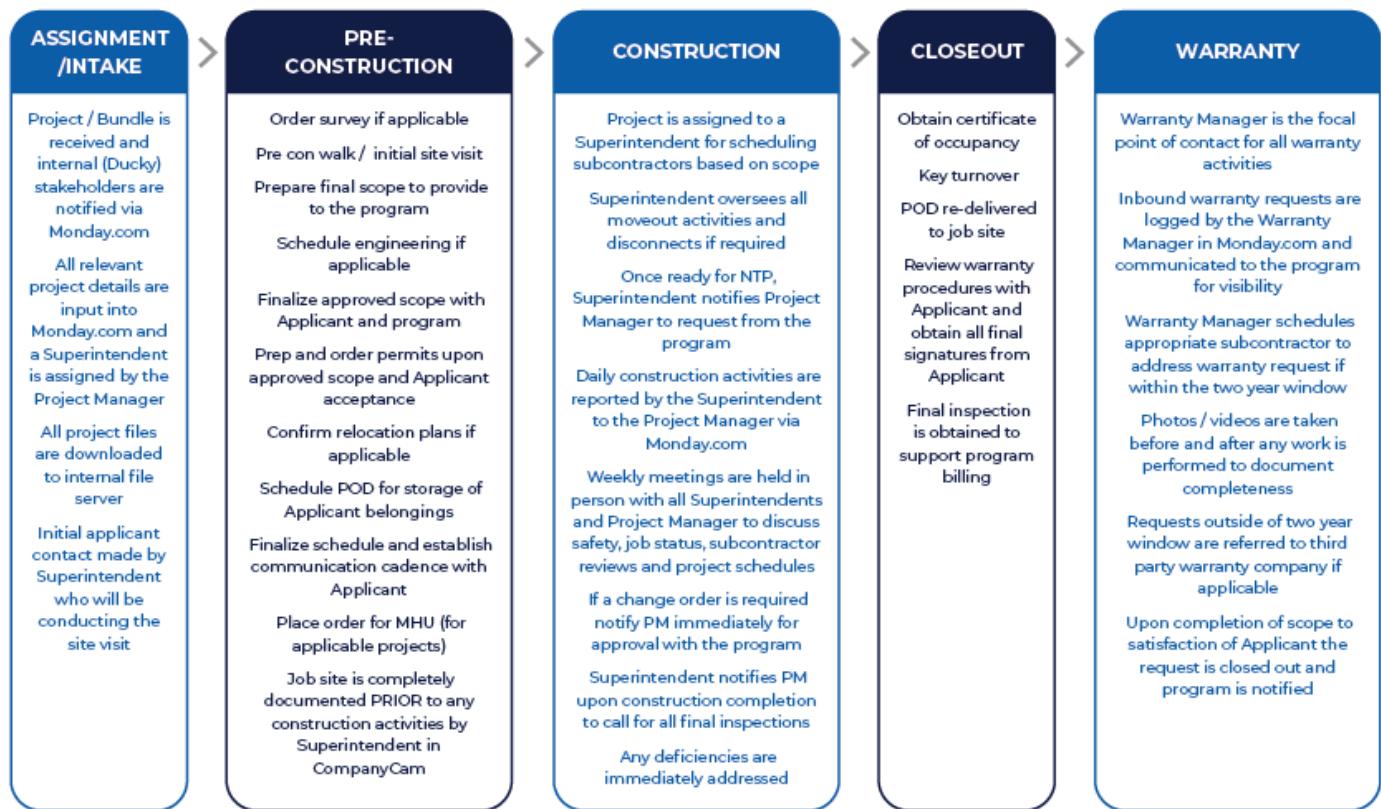
Program	Year	Awarded Recons
Texas General Land Office - Hurricane Harvey HAP (Zone 2)	2019 to Present	342
Texas General Land Office - Hurricane Harvey HAP (City of Houston / Harris County)	2019 to Present	288
Alabama Dept of Economic Community Affairs	2024 to Present	79
Florida Commerce - Hurricane Ian	2025 to Present	60
Lee County (FL) - Hurricane Ian	2025 to Present	50
<b>TOTAL</b>		<b>819</b>

- Our Project to Superintendent ratio will never exceed 8:1
- We have a strong relationship with our Texas subcontractors who we have had relationships with for over 5 years. We view our subcontractors as trade partners and have a vested interest in their success. We negotiate a price and payment schedule prior to any subcontractor performing work. We have also established master service agreements, insurance requirements, and other key documentation prior to any subcontractor working on a Ducky project. We pay our subcontractors as they perform work on the project, we do not wait until payment is received from the program. We are on a two week pay cycle for all subcontractors. Each subcontractor is required to execute a lien waiver upon receipt of payment for work performed. Some additional items that we consider when selecting our subcontractor base include:
  - *Section 3* - Ducky is experienced in seeking out minority and women-owned business as well as Section 3 qualified business and business with HUB certification. We actively seek out local and minority owned businesses in all of our current programs and fully intend to do the same in this program. Ducky Recovery views the involvement of Section 3 and other local hires and businesses as a key component to the success of any disaster recovery program.
  - *Local Subcontracting* – Ducky is fully committed to seeking out and utilizing locally owned business, minority and women-owned business enterprises and low-income residents in the area. The use of local hires allows our team to integrate into the community by understanding the local landscape and the concerns of the applicant population. The use of local businesses as subcontractors allows our team to leverage their onsite resources for construction and their experience working with the local Building and Code Administration Departments.

# METHODOLOGY

Ducky Recovery, LLC.'s extensive experience in CDBG programs gives us the knowledge to operate efficiently and cost effectively. It's imperative that the preconstruction team and construction team be diligent and detailed in their review of the project prior to the start of construction. Bringing all stakeholders to the table at the beginning of preconstruction to identify risks, goals and opportunities is the key to the project's success. Ducky Recovery, LLC. will work closely with Brazoria County and the homeowner to manage this process and ensure that construction delays and issues are mitigated.

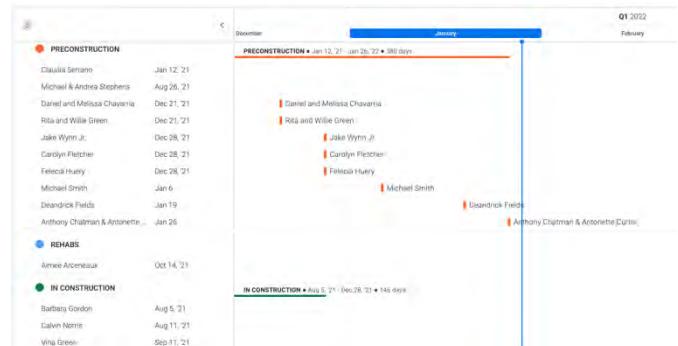
Regardless of type of project, our process from start to finish is very similar and is focused on the most efficient, safest and highest quality construction. Prior to beginning the construction process, each job is detailed out by task and assigned a start and end target date. Dependent tasks are linked so as one task is updated the entire project will be automatically updated. As tasks are completed, they are marked off by the Project Manager so all parties can see the latest project status.



After the project scope and timeline has been developed, Ducky Recovery, LLC.'s Project Managers are able to create tasks directly related to those scope items. Those tasks are then assigned to personnel or subcontractors with a clear deadline date in order to keep the project on schedule. "To do's" are assigned in the field as the Project Manager is supervising the project. While walking the jobsite, Project Managers are able to take pictures and highlight areas that either an employee or subcontractor needs to address. Each day daily tasks are created in the system and assigned.

## Project Management Software

In support of mitigating construction delays and other issues, Ducky Recovery uses Monday.com to manage its active projects. Monday.com is a cloud-based application that can be accessed anywhere there's an internet connection at any time and is fully mobile which allows project managers and subcontractors to update the projects live from the field. Monday.com is a centralized tool which allows all stakeholders to track the project in a single portal.



As projects are assigned, each project is entered into the system and can be tracked from its initial assignment all the way through to job completion. Any relevant project document can be attached to each job to centralize the documents for each project. Each user can track on a real-time basis the status of the project, see active job photos, be assigned tasks, submit change order requests, make selections for the project, and track overall project budget.

## Budget Tracking

Before the start of each project a detailed estimate will be prepared in Monday.com. As work is performed and bills are submitted, each cost item is tracked against the original estimate. Using this tool for each job, Ducky Recovery, LLC. is able to assess if the job is going according to plan and make adjustments where necessary to stay on budget.

## Weekly Project Reporting

Project Managers meet with the Operations Director on a weekly basis to discuss each project regarding inspections and forecasting work. Items discussed in this meeting include job production progress, upcoming inspections, starting new work, plan changes, and any RFI or NCR issues.

## Weekly Office Production Reporting

We strive to have clear and visible methods of communicating where all active jobs stand each week. Ducky Recovery, LLC. maintains an active job status report, so that our Operations Director can communicate with program management on the status of all construction and inspections. It is in this report we want to identify any outstanding RFI's that we are waiting on. We share this document with Program Managers on a weekly basis to help them understand where we are on all progress.

## Weekly Inspection Reporting

In order to ensure timely closing out of jobs, it is key to consider what is required throughout the entire process. In this report our Operations Director communicates with program management on the status of all close out inspections for open jobs. By addressing close out inspections during the progression of work we are able to identify any issues needed to be resolved right away. Consistently resolving these issues and staying on top of inspections will speed up the closeout process and ultimately lead us to attain a Certificate of Occupancy.

Ducky Recovery, LLC.'s leadership carefully manages project finances. We intend to use various tools to manage and control costs for all work orders such as Xactimate, and incorporation of local contractors on our team as local hires, will give us the ability to continuously benchmark and monitor subcontractor costs so we can maintain competitive and sustainable pricing. Our intention is to minimize or make obsolete change orders. Our experience has shown that projects in which change orders are obsolete or very minimal are generally the most expeditious projects. Project budget and work breakdown data will be used to track earned value on each project assigned to Ducky Recovery, LLC. This key metric will be used by our project leadership to measure progress, monitor forecasted completion dates and final costs, and respond to requests to expedite work or manage and control subcontractors and vendors through proactive corrections and adjustments.

On a monthly basis, Ducky Recovery, LLC's controller submits a Work-in-Progress (WIP) report to our surety company to report the latest budgetary results of our ongoing work. This budget tracking tool reflects a roll-up of project specifics costs – Work Order price and cost of approved change orders – and compares these costs to proposals received/executed from subcontractors plus Ducky's own labor forces and general costs and overhead. This reporting function allows us to control and manage costs on a programmatic level and make real-time adjustments to keep our pricing accurate and sustainable.

### Price Methods

Through our subcontractor coordinator, we maintain an active roster of qualified and licensed subcontractors who are available and capable to perform the work. As work scopes are defined by the Implementation Vendor, this subcontractor base is solicited for price and schedule. The results of these solicitations are captured in our cost estimate sheet, which is prepared on a per project basis by our estimating team. Our estimated costs are compared to the price offered/anticipated by the program, and we calculate our price factor to submit a final price. This allows us to balance subcontractor costs such as materials, labor, and availability over the entire project, so that the overall project is fundable even if specific work items are not cost.

### Work Capacity

Construction capacity is determined by many factors. To assure we meet and maintain the above-mentioned capacity we focus on the following seven factors:

1. Labor	5. Quality of Design and Scoping
2. Materials Management	6. Regulatory and permitting
3. Homeowner Interaction	7. Other
4. Weather	

### Labor

Given the current employment climate, both skilled and non-skilled labor is scarce. Ducky is proactively addressing this using several different strategies. Ducky is able to self-perform some of the work minimizing the impact of the tight labor market. This allows us to address the other portion of the work through several different strategies:

1. Recruiting locally to meet Section 3 requirements.
2. We are also recruiting in other states where the unemployment rate is higher.
3. Another factor that promotes fully manned jobs is prompt payment and a competitive payrate. Our plan is to pay weekly and offer a higher wage making Ducky jobs more attractive to workers.

#### Material Management

Work delays or stoppages can also take place because of material shortages. These shortages can either come from poor procurement practices or supply shortages. Ducky has on staff a Purchasing team that manages procurement proactively and can expedite when necessary. At this moment we are actively building relationships with building supply companies to assure that our supply chain is healthy.

#### Homeowner Interaction

We understand and appreciate the impact this storm has had in the lives of these homeowners, and we want to do our best to get them back into their homes as quickly as possible. But we also know that sometimes homeowners can delay their own jobs by trying to manage the day-to-day of the construction project. This is usually caused by doing a poor job in communicating with the homeowners during the design stages and poor communication during the construction phase. To resolve this, we have a robust process upstream during the design and pre-construction phase. Each Homeowner will be assigned a Case Manager that will walk them through the process from beginning to end, they will explain every discrete step of the process, every detail of the scope, and will send a weekly update. By doing this, we can let our construction team focus on construction, avoiding delays with decisions made in advance.

#### Weather

The weather can cause havoc on construction schedules, especially during the winter or spring. Snowstorms, nor'easters and heavy rains can cause jobsites to stop. We keep an eye on the weather and prepare accordingly. We can plan work inside if outside conditions are not favorable, we can work overtime to get ahead, or we can recover time afterwards; the point being we know that it can cause a problem and we are ready to minimize the impact.

#### Quality of Design and Scoping

As they say, "measure twice and cut once".

**Step One:** Have highly qualified residential Architects and Engineers to assure a quality product. We intend to use local architects and engineers that are familiar with all of the local conditions including soil conditions and building codes. For this project we will utilize a combination of architects and engineers, we will seek to partner previous providers with extensive CDBG-DR experience as well as local providers that can bring local knowledge.

**Step Two:** Review the plans and scope by our Construction Managers and Superintendents and clean up any discrepancies before we go to construction. This was a huge issue in other CDBG-DR programs and accounted for a significant amounts of delay time due to mid-construction changes.

**Step Three:** Have design teams in the field responding to issues real-time and resolving them in the field immediately.

### Cost Savings Examples

1. Partnering with inspectors that are aware of the substantial damage thresholds and incorporate recovery, build codes and cost effectiveness into their reports.
2. Bulk material purchasing – we have successfully done this on several occasions and are able to take advantage of bulk pricing.
3. Value engineering – work with engineers to identify ways to maximize spend on each project. As an example, we have successfully been able to review configurations of pilings on home and eliminate excess piles that produced cost savings. We're able to do this largely as a result of our home elevation experience.
4. Utilize state of the art equipment - newer equipment allows operations to run more efficiently and can minimize downtime on a project.

### Regulatory and Permitting

We will utilize a permit manager to make sure that all permits are obtained proactively. We firmly believe that the Pre-Construction phase is critical to a job running smoothly while under construction. Through our experience in the Texas GLO's Hurricane Harvey Homeowner Assistance Program, we understand the challenges in some areas of permitting and have the experience with quickly moving through this process. This includes detailed planning of all aspects of construction but also being prepared with all applicable permits. Also, we are experienced in working with all of the local utility companies and understand that disconnects and reconnects can delay a project. Accounting for those lead times is critical in achieving timely project delivery. Our team's experience in this area coupled with our project management tool Monday.com will allow efficient movement through this phase of the project. This will prevent us from either not being able to start a job or being delayed due to fines or stop work orders.

Overall, we look at our capacity to perform from a broader perspective than just labor. We need to have the right processes in place, we need to have the right people in the right job, we need to be strategic, we need to plan, we also need the ability to improvise, to recover, to correct short-term and long-term. The best way to describe our methodology is as a synchronized chain of events continuously being improved.

### Other

We also maintain or monitor the following important items:

1. **Document Control** – We've developed a check list of all documents needed from all parties to start construction and finish. Experience has demonstrated that a single document can hold up construction. Our document-control also assures that we have a paper trail facilitating internal and external audits.
2. **Final Construction Pricing** – Budget discrepancies between us and the city or us and the subs can also impact performance. Assuring we the right accounting and we reconcile is important.
3. **Onsite Review** – Visiting the jobsite prior to start can also discover unforeseen issues. These include items such as overhead electrical wires, unmapped gas lines or waterlines, easement issues, or septic tanks. By addressing these early we assure we meet construction schedules.
4. **Contracting** – Having a strong contract with our subs detailing clear expectations is important. This allows for accountability. We utilize a tool called Trustlayer to actively manage contracts and insurance of all our subcontractors.

**5. Robust Subcontractor Base** – Relationship management with our subs is important. Most business relationships operate fine during the good times but break apart as soon as an issue arises. Having a healthy relationship with your subs is important when things don't go as planned. Once in construction we focus on continual progress and quality control.

Once in construction we focus on continual progress and quality control. Once the Notice to Proceed (NTP) is issued we start the clock with the goal of not stopping the job. This is accomplished by monitoring every job site, weekly production meetings, tracking issue resolution, and escalating the exceptions on a timely manner.

#### Number of Homes/Site Superintendent

Our Construction Management team is made up of seasoned Construction Managers, Field PMs and Superintendents all of which have worked on multiple CDBG-DR programs and have a wealth of knowledge in CDBG residential construction. We understand the programs requirement for superintendents to not have more than 8 jobs and are prepared to staff accordingly utilizing resources from across our company.

Our Field PMs and Inspectors monitor progress, quality, actual as-builts against the scope and approved design plans. As like our design team, if any issue is identified in the field, we fix it immediately. Besides paying our subs weekly, we also hold them accountable and monitor performance. Our Field PMs and Inspectors monitor progress, quality, actual as-builts against the scope and approved design plans. As like our design team, if any issue is identified in the field, we fix it immediately. We do contractor Evaluation on a quarterly basis and can quickly identify patterns, whether it be good or bad. Finally, we get to key turnover and Closeout. We've learned that the better job we do throughout the entire process, the easier it is to closeout our jobs, which is why we focus so much on the upstream. In previous programs homes would linger too long in the final stages and eat up capacity, to avoid that we decoupled construction from closeout. We engage the Closeout PM when we reach this stage; the CPM takes the job through walk-through, key turnover, punch list, C of O, retainage, and warranty. We also have smaller contractors do punch list items so that our main contractors can focus on starting the next job. In preparation of HUD DRGR closeout, we take the job from beginning to end, both from an actual construction process to the paper or electronic file. We like to be prepared for any audits, appeals, or any other inquiries. After managing seven CDBG programs we understand and appreciate the closeout process.

#### Mobilization Plan

Ducky Recovery, LLC. is prepared to begin immediately working with Brazoria County on its recovery and mitigation efforts. We currently operate in the Houston area with a team ready to immediately begin assisting homeowners and working with the County. Additionally, while working for the Texas General Land Office – Hurricane Harvey Homeowner Assistance Program, we performed numerous projects inside of Brazoria County and are highly familiar with operating in the county.

## Scattered Site Construction History

In all our current active programs, widely spread-out jobs are the norm. Often project managers/superintendents will have to drive more than two hours between job sites. We attempt to mitigate the impacts of widespread projects by taking a macro view of the projects that we have been assigned and group projects assigned to each project manager with as much proximity as possible. Additionally, we give all of our project managers the tools to operate remotely. Each project manager is provided a laptop/ipad and cell phone to be able to work remotely. Monday.com while cloud enabled also has an application that works directly on each project managers phone and can be updated while in the field. Project Managers are also trained to utilize CompanyCam on their phones to document the job site. All Ducky employees with access to CompanyCam can see pictures of each job site as soon as they are taken. This allows us to keep an active view on each project.



Construction Type	Avg. Days to Complete
Rehabilitation	45
Reconstruction	60
New Construction	60
MHU Replacement	45



Ducky has demonstrated experience in all types of projects and has developed a proven team capable of exceeding the expectations and requirements of Brazoria County. We have a system in place that will allow completion of reconstructions in as few as 60 days.

## **Safety Information**

A copy of Ducky's EMR records is attached to this RFP in the Supporting Document section. Safety is firmly embedded in the Ducky Recovery corporate culture and construction methodology. Ducky has developed a safety culture that is an integral part of our business model. Ducky is committed to providing the safest workplace as possible for our employees, subcontractors, and clients. The Company's exemplary safety record highlights that safeguarding the well-being of its workers and the public is its top priority. Ducky's leadership is committed to supporting safety efforts with adequate resources.

Construction projects by their nature present an environment where people can be injured. However, accidents can be prevented, and people who constantly practice safety awareness will minimize injuries limit injuries to their fellow workers. Our commitment is to make our projects and operations as safe as humanly possible.

An effective program requires site-specific planning, accountability, attitude and training. Each project is closely analyzed to identify and mitigate risks to the health and well-being of workers and the public. The development of project safety plans is particularly important in congested areas such as busy neighborhoods. Environmental awareness and sensitivity to the concerns of the communities in which it works are also important elements of the Company's safety management. Maintaining the quality of life for residents and businesses in neighborhoods impacted by construction forces for extended durations is essential to the safe progress of the work.

Our line management driven safety and health process includes all levels of employee participation from the President to the hourly workers on our sites. Every person on the worksite shares equally the responsibility to maintain a safe working environment. Foremen and superintendents are directly accountable to management for the crew's safety. Taking corrective action on safety hazards is appreciated and encouraged at all levels of employment. All of Ducky's employees are empowered to report and immediately correct any unsafe behavior that is observed. Mandatory daily and weekly safety meetings are held with all employees to discuss hazard analysis of current and future work on construction site. Daily safety inspections are also conducted by superintendents on each site and observed hazards are documented and abated immediately.

Subcontractors are contractually bound to abide by all of Ducky Recovery's safety policies and OSHA regulations. Subcontractor's OSHA citation history is also reviewed to ensure that no repeat offenders are hired that would create unsafe conditions on our sites or to expose our company and clients to regulatory enforcement. A tiered level of disciplinary action is also available for use for anyone that does not comply with our policies and procedures. All project personnel must participate in the Company's orientation program, which includes the recognition of safety and environmental health issues as project priorities. Ducky's safety manual will be supplied upon request. Charnell DiMiceli is our Safety Manager and will be leading the safety efforts for this program. She is certified OSHA Safety Training and oversees all of the safety efforts for the company.

## REFERENCES

	Reference 1	Reference 2	Reference 3	Reference 4
<b>(i) Client Name</b>	Texas General Land Office	Florida Commerce (fka Dept of Economic Opportunity)	New York City Office of Housing Recovery	New Jersey Department of Community Affairs
<b>(ii) Project Description</b>	Texas Homeowner Assistance Program – Statewide and City of Houston/Harris County (Hurricane Harvey)	RebuildFL -Hurricane Housing Repair and Replacement Program (Hurricane Irma and Michael)	New York City – Build it Back (Hurricane Sandy)	New Jersey Rehabilitation, Reconstruction, Elevation and Mitigation Program (RREM) (Hurricane Sandy)
<b>(iii) Total Contract Value</b>	\$165 Million	\$160 Million	\$45 Million	\$13.5 Million
<b>Project Duration</b>	2019 to Present	2018 to Present	2014 to 2018	2013 to 2018
<b>(iv) Key Staff Assigned</b>	Justin Palmer, Garrett Tillman, Jessie Enander, Tinamarie Ortega, Sandra Bud, Alex White, Corey Sims	Franklyn Prescod, Jim Romedy, Araceli Walterson, Kyle Catalano, Alex White, Corey Sims	Justin Palmer, Franklyn Prescod, Kyle Catalano, Charnell DiMiceli, Tinamarie Ortega	Danny McKearan, Justin Palmer, Charnell DiMiceli
<b>(v) Project Manager Name</b>	Jerry Rahm / Chad Herndon	Inyo Cue	Sergio Ramirez	Jeff Kolakowski
<b>(v) Project Manager Number</b>	512-636-7036 / 501-944-7222	470-814-8675	407-247-5437	609-570-2166
<b>(v) Project Manager Email</b>	<a href="mailto:rahmbohome@gmail.com">rahmbohome@gmail.com</a> / chad@h2bravo.com	icue@atlantaga.gov	sergio@ksbr-llc.com	<a href="mailto:jeff@njba.org">jeff@njba.org</a>

## WARRANTIES

Warranty work is an inevitable part of construction. It's critical to ensuring the ultimate satisfaction of each homeowner that we serve throughout the program. We are very familiar with the warranty process and will self-perform any warranty work for the first complete year following completion of construction. We also provide an additional warranty for the nine-year period subsequent to the end of our one-year warranty. Warranty calls are best coordinated through the program to ensure that they're fully tracked however, it is often the case the Project Manager on the job is contacted by the homeowner to perform warranty work. We constantly strive to maintain a good working relationship with each homeowner so they feel they can reach out regarding any item. Any warranty work performed is tracked and reported to the program if the request did not come through the program. Tinamarie Feliciano will act as Warranty Coordinator for this program.



# RESUMES



### Why Danny?

- ✓ Diverse construction experience including several CDBG disaster recovery projects
- ✓ Innovative leader accustomed to quickly adapting to challenges
- ✓ Focused on execution and creating operational efficiencies

### Danny McKearan | CEO/Principal of Ducky Recovery

Mr. McKearan is dedicated to high standards of performance with a constant drive towards improved efficiencies. His thorough knowledge of the construction industry McKearan has more than 20 years in the construction industry running the gamut from residential, commercial, civil & marine construction. He has managed multiple locations and been successfully responsive to multiple disasters simultaneously.

### EXPERIENCE

**Ducky Recovery LLC / Principal** - Formed company in 2013 in response to Superstorm Sandy along with Charlie Johnson. He saw this as an opportunity to use our respective skill sets to assist homeowners throughout the elevation a rehabilitation process in post disaster situations. Ducky Recovery has elevated, reconstructed, rehabbed over 2500 homes to date as a result. Ducky Recovery is currently active in Texas, New York, New Jersey, Louisiana, Florida, North Carolina and Alabama.

**Titan Lifetime LLC / Owner** - Performed over 40 Turn Key Elevation Projects throughout Louisiana in the HMGP / SRL Programs. While active in program, Titan Lifetime was given a rating of 5/5 when the HMGP program was rating contractor execution. Exited the program to begin consulting directly for traditional house raising companies.

**McKearan Contracting / Consultant** - As a consultant, my customers were Ducky Johnson House Movers LLC, Gulf Coast Lift LLC, Patterson Structural Moving & Shoring LLC: Acted as liaison between the various funding programs and the Elevation Contractors; Established workflow to scale companies to meet demands; Assisted in hiring as scaling required.

**Mike Rozier Construction / Project Manager** – Managed scattered lot building development throughout Louisiana and Mississippi. Preliminary estimate of project, selection and awarding of subcontractors, contract administration with parishes and cities. Managed project from empty lot through owner turnover.

### ASSOCIATIONS MEMBERSHIPS

Better Business Bureau  
International Association of Structural Movers  
Greater Houston Builders Association  
Northeast Florida Builders Association

### EDUCATION

**University of Southern Mississippi** – Hattiesburg, MS – May 1999 Construction Engineering Technology (Construction Management), BS  
**Continued Education** – Construction Law, USM  
Location: New Orleans



### Why Justin?

- ✓ Highly experienced in new home construction and in CDBG-DR programs
- ✓ Executed several CDBG-DR programs with experience in MHU replacement, Rehabilitation, and Reconstruction.
- ✓ Knowledge of OSHA Standards

## Justin Palmer | Director of Operations

### EXPERIENCE

#### Ducky Recovery, LLC

- Created from the ground up Ducky's Disaster Recovery Reconstruction Division totaling over \$200,000,000 in volume.
- Skilled in hiring trade partners with HUB, Section 3, and MWBE designations to meet program HUD objectives.
- Capable of building and leading teams in several state, county, or city run programs simultaneously.
- Developed manufactured home replacement process for New York Rising and NJ RREM program, Rebuild NC
- Captured 95% of the MHU market for NJ RREM program, and 30% for New York Rising valued at \$9,000,000 in revenue.
- Managed and trained staff on compliance requirements for 100% successful close outs on all MHU projects.
- Responsible for \$45,000,000 Build it back choose your own contractor home elevation project.
- Collaborated with the City of New York to improve upon project scoping, design flaws, sight logistics, and trade shortages.

### Program Overview

- Hurricane Harvey TX. \$150,000,000 plus in CDGB funded projects
- Hurricane Michael FL. \$ 50,000,000 plus in CDGB funded projects
- Hurricane Matthew and Florence NC. \$10,000,000 plus in CDGB funded projects
- Hurricane Sandy NJ and NY \$100,000,000 plus in CDGB funded projects

### Education/Certification

Brigham Young University-  
Provo, UT- B.S. Construction  
Management

- SMA Professional Selling Workshop
- SMA Construction Manager Training
- Dale Carnegie leadership training for managers
- Woodland O'Brien and Scott Customer Service Training
- OSHA 30
- First Aid/CPR/AED/Bloodborne Pathogen certified

### DSW Homes / Operations Manager

- Directed construction activities for new home construction, elevations, and rehab projects
- Managed the design build construction workflow for the Hurricane Sandy RREM Program.
- Built scopes using Xactimate software and set budgets to forecast profit and loss projections.
- Responsible for job walks to determine scopes and help value engineer plans to reduce costs with structural engineers.
- Trained superintendents on handling lead based paint and Asbestos hazards.



### Richard Menchaca | Senior Project Manager

Bi-lingual Construction/Safety Professional with over 15+ years' experience in the construction industry. Competency in executing construction projects by planning, organizing, and overseeing project tasks. Knowledge of local quality, safety, and health guidelines for construction job sites. In-depth understanding of construction operations and processes.

#### Why Richard?

- ✓ Highly experienced Bi-lingual Project Manager.
- ✓ Excellent Work Ethic.
- ✓ Knowledgeable of OSHA standards.

#### EXPERIENCE

##### **Ducky Recovery, LLC. - Senior Project Manager**

- Collaborate with engineers, subcontractors, etc.
- Oversight of construction progress in various locations.
- Estimate costs and ensure the project is on budget.
- Order material from various vendors.
- Plan inspections and obtain construction permits from local authorities.
- Weekly meetings with management
- Ensure the job site remains safe, clean, and orderly.
- Implement safety and quality guidelines.
- Supervise contractors and provide constructive feedback.

##### **FIRST AMERICA HOMES - CONSTRUCTION MANAGER**

- Schedule contractors
- Order material from various vendors
- Maintain project schedule.
- Communication with subcontractors
- Weekly meetings with management
- Maintain a safe working environment.

##### **Burghli Homes - Construction Manager/Project Manager**

- Schedule contractors
- Oversight of construction progress in various locations
- Order material from various vendors
- Maintain project schedule.
- Communication with sub-contractors.
- Comprehension of blueprints

#### SKILLS

- ✓ Carpentry
- ✓ Blueprint Reading
- ✓ Project Management
- ✓ Permit Processing
- ✓ Building Codes and Regulations
- ✓ Concrete Estimation
- ✓ Subcontractor Scheduling and Supervision
- ✓ Specification and Blueprint Interpretation
- ✓ Project Estimation
- ✓ Plan Modifications and Takeoffs
- ✓ OSHA 30 certified





### Garrett Tillman | Superintendent

#### EXPERIENCE

Ducky Recovery, LLC – New Orleans, LA    **Jan 2017 to Present**

##### **ReBuild FL Program- CDBG-DR (Monroe County)**

- Worked as an operations manager overseeing and managing Pre-Construction and Construction of Modular homes and New Construction CBS Block homes throughout Monroe County.

##### **Texas GLO Program-CDBG-DR**

- Worked as a project manager managing new construction, reconstruction, and rehabilitation projects that are within the storm recovery program. Completing all projects within 50-90 days. Setup and schedule subcontractors to perform work. Managed all TX operations, budgeting, and field employees. Communicated with homeowners. Proficient in reading construction plans, directing workers, and scheduling all future work.

##### **RebuildNC Program- CDBG-DR**

- Worked as project manager managing jobs that are within storm recovery program. Setup and schedule subcontractors to perform work. Managed all NC operations, budgeting, and field employees. Communicated with homeowners. Proficient in reading construction plans, directing workers, and scheduling all future work.

##### **NCStep Program- Shelter in Place**

- Worked as project manager. Helped Operations Manager manage employees and subcontractors. Including handling program meetings, subcontractor scheduling, and inspections

##### **NYC Build It Back Program - CDBG-DR**

- Worked as a project manager managing jobs that are within storm recovery program. Scheduled subcontractors to perform work. Communicated with homeowners. Manages budget for job. Proficient in reading construction plans, directing workers, and scheduling all future work.

##### **Smith and Baker**

Supervisor

- Managed crews of 4-5 individuals to perform various construction and landscape projects including pools, decks, patios, outdoor kitchens, home additions, irrigation and drainage systems
- Responsible for interpreting Architectural drawings and building per plan

##### **Tillman Lawn and Landscapes**

Owner/Operator

- Managed all aspects of running a small business including client acquisition, ordering, scheduling and budgeting.
- Installed landscapes and hardscapes including fences, decks, patios, pergolas and other structures.

#### Why Garrett?

- ✓ Accustomed to high volume production environment with varied job scopes.
- ✓ Construction background with CDBG-DR experience.
- ✓ Dedicated and hard worker.

#### SKILLS/CERTIFICATION

- ✓ Blueprint Reading
- ✓ Project Management
- ✓ Problem Solving
- ✓ Scheduling and Supervision
- ✓ First Aid/CPR/AED certified.
- ✓ OSHA 30 certified
- ✓ 8Hr. Lead Safe Renovator

#### EDUCATION

**Louisiana State University –**  
Baton Rouge, LA – BS, Plant and Soil Systems and Concentration



### Jessie Enander | Pre-Construction Manager

Strategic and Detail oriented with 10+ years of management experience. Outstanding organization, time management, planning, and problem-solving skills as well as natural customer service and team building abilities. Met all project deadlines for the past 3 years straight while increasing the company's profitability.

#### Why Jessie?

- ✓ 10 + years of Management Experience.
- ✓ CDBG-DR experience.
- ✓ Effective communication skills

#### EXPERIENCE

##### Ducky Recovery, LLC. – **Construction Manager**

- Liaison between Ducky Recovery and The Texas General Land Office to coordinate construction of residential homes and assure the overall direction and integrity of the projects in the City of Houston, and Harris County.
- Prepare projects for construction by working directly with surveyors, engineers, and project managers to ensure work is neither overlooked nor duplicated.
- Monitoring overall progress and use of resources and initiating corrective action where necessary.
- Prepare contracts, manage budgets, and if needed complete change orders for each project.
- Build and sustain effective communications with other roles involved with each project.

#### SKILLS

- Proficient in Word, Adobe, and Excel
- Competent with Windows and Mac based computer systems.
- Ability to read and understand blueprints, surveys, and elevation certificates related to residential





### Tinamarie Ortega | Administrative Support

#### EXPERIENCE

**Ducky Recovery, LLC Sept 2016 to Present**

*Office Manager/Production Coordinator/ Warranty Coordinator*

- Assist the project manager with the planning and preparation of projects from the **NYC Build It Back Program and Texas GLO program**.
- Coordinate the project team to carry out various task and ensure that project deadlines are met.
- Create and Coordinate paperwork for Homeowner key releases.
- Build an effective communication with Programs, Architects, Engineers, and inspectors.
- Assist Homeowners with any concerns and guidance.
- Work as liaison with subcontractors.
- Creating and maintain construction project file.
- Set up contract with Subcontractors.
- Oversees and Maintain all Homeowner Warranties.
- Schedule program inspections.
- Request and bind homeowner insurances.
- Assist with Billing the Texas General Land Office.
- Subcontractor Invoices.
- Manage wide range of multiple tasks.
- Assist with budgeting and accounting of production-related tasks.
- Negotiate pricing with suppliers and vendors for cost-effective transactions.

**XEROX Corporation / Correspondence and Customer Service Representative**

- Receive and respond to all inbound phone inquiries and requests for information in an efficient manner.
- Perform routine tasks requiring working knowledge of the company's products and services.
- Gather information, research, and resolve inquiries and logs.
- Inform customers about services available and assess customer needs.
- Prepare standard reports to track workload, response time, and quality of input.
- Assist in planning and implementing department goals and recommendations to management to improve efficiency and effectiveness.
- Provides functional guidance, training, support, and assistance to lower-level staff.
- Effective use of customer service skills at all time
- Develop and maintain professional relationships with department staff and external agencies.

**21<sup>st</sup> Avenue Transportation / Bus Matron**

- Escorted children on and off the bus
- Worked with children with disabilities.
- Monitored student behavior on the bus to avoid any type of conflict or situation.
- Ensured that seat belts were properly fastened while on the bus.
- Communicated orally and in writing with parents and teachers.
- Created any paperwork on incidents with student behavior or accidents for supervisor.
- Submitted daily route paperwork



### Why Nick?

- ✓ Problem solver
- ✓ Highly skilled and organized
- ✓ Accustomed to high volume production environment with varied job scopes

## Nick Liuzza | Pre-Construction Manager

### Experience

#### **Ducky Recovery, LLC.** Nov 2019 to Present

##### Rebuild FL Program

###### Preconstruction Manager / Coordinator

- Intake of New Applicants
- Point of Contact between program and Ducky Recovery
- Maintain timelines to ensure Ducky operates within allowed pre-con and construction timeframes in the effort to minimize financial consequences.
- Create and submit all Schedule Modifications and Change Orders to maximize the scope of work and minimize financial consequences.
- Analyze supporting documentation to determine municipality codes and requirements necessary to permit each assignment.
- Streamline communication with applicants as well as permit departments to maximize efficiency.
- Allocate new MHU inventory based off applicant eligibility and ensure applicants' acceptance of new MHU
- Primary Designee for all operations within the operating system of the program; Canopy
- Analyze all daily issues and obstacles to maximize productivity
- Coordinate all information within internal systems

##### Texas GLO Program

###### Permit Coordinator and Preconstruction Manager

- Intake of New Applicants and Site Visits
- Evaluate all sites to determine scopes of work and build Ducky's Cost Estimates
- Analyze supporting documentation to determine municipality codes and requirements necessary to permit each assignment.
- Streamline communication with applicants as well as permit departments to maximize efficiency.
- Safety Coordinator - Intake all instances of employee injury or near misses and report to corporate office as well as coordinating weekly Safety meetings.

### Education/Certifications

Southeastern Louisiana University- Bachelor of General Studies  
Concentration in Applied Behavioral Sciences  
Relevant Coursework in Management and Communication  
-OSHA 30  
-First Aid/CPR/AED/Bloodborne Pathogen

### **Development Supply Group Inc. / Development Supply Services**

###### Director / Project Coordinator / Quality Control Duties:

- Schedule project operations with homeowners
- Manage crew's productivity and accountability.
- Inspect construction progress and ensure quality standard is met.
- Inventory material used on various projects.
- Point person for productivity of team of employees.
- Organize office operations and procedures.
- Coordinate and communicate between vendors and clients to ensure successful delivery.
- Manage relationships of clients and vendors
- Evaluate best solutions for daily problem-solving tasks.



# SUPPORTING DOCUMENTS



October 14, 2025

Brazoria County Purchasing Department

**RE: Ducky Recovery, LLC**

**Request for Statement of Qualification (RFSQ)**

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

To Whom It May Concern:

I have handled the bond needs of Ducky Recovery, LLC since 2018. The company has bonding capacity that exceeds \$20,000,000 single and \$50,000,000 aggregate. Nationwide is A rated by AM Best and we have a Treasury Limit of \$2,016,706,000. Our experience with Ducky Recovery, LLC, has been excellent, and we highly recommend them to you.

Issuance of the bonds is subject to application of Nationwide's usual and customary underwriting standards and risk selection criteria, including satisfactory contract terms and conditions, satisfactory bond forms, and receipt and satisfactory review of current underwriting information from our client, evidence of adequate owner financing and the appropriate request form from our contractor for us to provide the bonds.

This letter does not constitute an assumption of liability. The issuance of bonds in connection with this Project is a matter solely between Nationwide and the Contractor. We assume no liability to you or any third party by the issuance of this letter.

Sincerely,

A handwritten signature in blue ink that reads "Daniel J. Bagge".

Daniel J. Bagge

Senior Director, Business Development, South Central Region

Nationwide Surety

2 Sanctuary Blvd., Ste 203, Mandeville, LA 70471



October 14th, 2025

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

RE: Ducky Recovery, LLC.

To whom it may concern,

This letter is to inform you that the customer referenced above is part of a long term relationship with Hancock Whitney Bank. Collectively the relationship maintains deposits with HW Bank in excess of \$5MM, and also maintains a line of credit in the amount of \$5MM. The line of credit performs as agreed, and currently has a zero balance.

Our relationship with Ducky Recovery, LLC has been excellent and we consider them a valued customer. If you have any questions or need additional information, please give me a call at 228-326-2082 or email me at [Justin.chance@hancockwhitney.com](mailto:Justin.chance@hancockwhitney.com)

Thank you,

A handwritten signature in blue ink, appearing to read "J. L. Chance".

Justin Chance  
Vice President/ Commercial  
Hancock Whitney Bank  
888 Howard Ave, Biloxi MS, 39530

April 22, 2025

To Whom it May Concern:

RE: Ducky Johnson Home Elevation, LLC  
Ducky Recovery, LLC  
Experience Modification Factor

This letter is to confirm the Workers Compensation Experience Rating Modification Factor for the referenced insureds:

2024	0.79
2023	0.83
2022	0.80
2021	0.84
2020	0.80

Sincerely,



Debbie Goins, CIC, CISR  
Commercial Client Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs 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).

PRODUCER Ross & Yerger Insurance, Inc. 100 Vision Drive, Suite 100 Jackson MS 39211	CONTACT NAME: PHONE (A/C, No. Ext): 601-944-9730	FAX (A/C, No):	
	E-MAIL ADDRESS: dgoins@rossandyerger.com		
INSURED Ducky Recovery, LLC PO Box 23741 New Orleans LA 70183-0741	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co of Pittsburg, PA		19445
	INSURER B: Underwriters At Lloyds		32727
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 2037304413

## 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR      <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC  OTHER:			6360698	8/1/2025	8/1/2026	EACH OCCURRENCE	\$ 2,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
							MED EXP (Any one person)	\$ 25,000	
							PERSONAL & ADV INJURY	\$ 2,000,000	
							GENERAL AGGREGATE	\$ 4,000,000	
							PRODUCTS - COMP/OP AGG	\$ 4,000,000	
								\$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			9775970	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$ 1,000,000	
							PROPERTY DAMAGE (Per accident)	\$ 1,000,000	
							FL PIP	\$ \$10,000	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y / N <input type="checkbox"/> N	N / A	WC011569884	8/1/2025	8/1/2026	PER STATUTE	OTHE-	
							E.L. EACH ACCIDENT		\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE		\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT		\$ 2,000,000
B	E&O / Pollution			B0621PDUCK000625	8/1/2025	8/1/2026	\$1,000,000		\$1,000,000

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

Blanket Additional Insured including Primary & Non-Contributory applies to General Liability & Automobile Liability when required by written contract. Blanket Waiver of Subrogation applies to General Liability, Automobile Liability, and Workers Compensation when required by written contract. ALL policies are subject to policy terms, conditions, and exclusions. General Liability excludes ALL House Lifting Operations & ALL Operations in NY. E&O / Pollution Combined Policy: Deductible per claim \$25,000; Claims Made Coverage Retro Date 8/01/2023.

## CERTIFICATE HOLDER

## CANCELLATION

Brazoria County 237 E. Locust Street, Suite 401 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.
	AUTHORIZED REPRESENTATIVE <i>Sandy Womby</i>

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# United States Environmental Protection Agency

This is to certify that



Ducky Recovery LLC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

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This certification is valid from the date of issuance and expires December 11, 2028

A handwritten signature in black ink that reads "Sheila C. Canavan".

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Sheila Canavan, Associate Division Director  
Existing Chemicals Risk Management Division

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NAT-F118105-3

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Certification #

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June 26, 2023

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Issued On





# National Safety Council

2024 - 2025

## Ducky Recovery LLC

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is a Member of the National Safety Council

Proud Member Since 8/11/2017

A handwritten signature in black ink that reads "Lorraine Martin".

Lorraine Martin  
President & CEO  
National Safety Council



The National Safety Council is America's leading nonprofit safety advocate focused on eliminating the leading causes of preventable death so people can live their fullest lives.

**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.***)

**SIGNED ADDENDUMS (IF APPLICABLE)**

**VENDOR TO INSERT SIGNED ADDENDUMS HERE**



# RFSQ ATTACHMENTS

# 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@brazoriacountytexas.gov](mailto:bidclarifications@brazoriacountytexas.gov).

Ducky Recovery, LLC

**LEGAL NAME OF CONTRACTING COMPANY**

504-655-7123

504-322-2702

**TELEPHONE NUMBER**

**FACSIMILE NUMBER**



David Cohn, CFO

**SIGNATURE**

**NAME AND TITLE PRINTED**

\*Addendum approved by:



Susan P. Serrano, CPPO, CPPB  
County Purchasing Director

10-3-25

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@brazoriacountytx.gov](mailto:bidclarifications@brazoriacountytx.gov).

Ducky Recovery, LLC

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**LEGAL NAME OF CONTRACTING COMPANY**

504-655-7123

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504-322-2702

**TELEPHONE NUMBER**

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**FACSIMILE NUMBER**



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David Cohn, CFO

**SIGNATURE**

---

**NAME AND TITLE PRINTED**

\*Addendum approved by:



10/06/2025

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Susan P. Serrano, CPPO, CPPB  
County Purchasing Director

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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).

**Ducky Recovery, LLC**

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**LEGAL NAME OF CONTRACTING COMPANY**

504-655-7123

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504-322-2702

**TELEPHONE NUMBER**

---



**FACSIMILE NUMBER**

**SIGNATURE**

---

David Cohn, CFO

**NAME AND TITLE PRINTED**

\*Addendum approved by:



10/9/2025

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Susan P. Serrano, CPPO, CPPB  
County Purchasing Director

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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 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)** **TBD**

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.brazoriacountytexas.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.

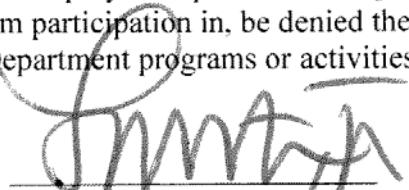
## **Contract Obligations**

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**

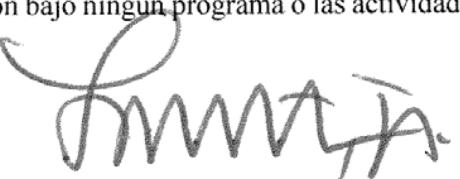
Brazoria County, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.S. § 2000d-3),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

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 V zones (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.brazoriacountytx.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	PROVISIONS
<input type="checkbox"/> 1.) Approval from Environmental Health on septic (Bring copy of septic permit)	<input type="checkbox"/> 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.
<input type="checkbox"/> 1.) Apply for Building Permit	<input type="checkbox"/> 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.
<input type="checkbox"/> 3.) Recommended to build up 24" above natural ground	<input type="checkbox"/> 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.
<b>ANY FLOOD ZONE</b> A, AO, AE, V, VE (Any Size Structure)	<input type="checkbox"/> For any zone -1 story structure that is enclosed and 5000 sq. ft. and up must have a drainage plan.
<input type="checkbox"/> 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	<input type="checkbox"/> Certified surveyor must do required elevation certificate(s). If you need an Engineer Study on land you must hire a Professional Engineer of Hydrology.
<input type="checkbox"/> 2.) Elevation Certificate of Natural Ground required. (Elevation Certificate will not be accepted without correct address)	<input type="checkbox"/> Fee for building permit doubles if a building permit is not taken out before building(s) is/are built.
<input type="checkbox"/> 2a.) Sign a Class B form stating we will receive a <u>2<sup>nd</sup></u> <u>Original</u> elevation certificate of <u>finished</u> <u>construction-top of bottom floor reading</u> once structure is built. Mobile Homes <u>the bottom of trailer floor</u> once Mobile Home is in place.	
<input type="checkbox"/> 3) Floor plan (size 8.5x11) of home, mobile home, and/or structure being 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#

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**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 \_\_\_\_\_