

**BRAZORIA COUNTY**  
**PURCHASING DEPARTMENT**



**SUSAN P. SERRANO, CPPO, CPPB**  
Purchasing Director

June 11, 2026

TECA Construction, LLC  
Attn: Ramiro Hernandez  
203 County Road 698a  
Angleton, Texas 77515  
[ramirohdz\\_05@outlook.com](mailto:ramirohdz_05@outlook.com)

Re: Award for CSP #26-49 CR 179 Bridge Repair

Dear Mr. Hernandez:

Brazoria County is pleased to inform you that on June 09, 2026, Commissioners' Court awarded the above listed project to your company.

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 Country.

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@brazoriacountytx.gov](mailto:aerickson@brazoriacountytx.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://brazoriacountytx.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://brazoriacountytx.gov/departments/purchasing> under the Doing Business section.

Please email the CIQ and Boycott Verification Form to Amanda Erickson at [aerickson@brazoriacountytx.gov](mailto:aerickson@brazoriacountytx.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 cursive script that reads "Casey Greathouse".

Casey Greathouse  
Brazoria County Contract Specialist

## BRAZORIA COUNTY CONTRACT SHEET

### THE STATE OF TEXAS COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the 9th day of June 2026, 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 TECA Construction, LLC of Angleton, Texas.

#### WITNESSETH:

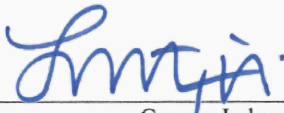
The Vendor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for **CSP #26-49 CR 179 Bridge Repair** as stated in the Competitive Sealed Proposal Table of Contents hereto attached and made a part hereof, together with the bond (when required), vendor's response and negotiated pricing, shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

The order of precedence shall be:

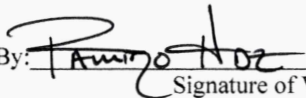
- Brazoria County **CSP #26-49 CR 179 Bridge Repair**
- Vendor's submittal to the above listed CSP and the final accepted pricing

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this 18th day of June 2026.

By:   
County Judge Signature

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

By:   
Signature of Vendor

By: Ramiro Hernandez / Co-owner / Partner  
Printed Name and Title



**BRAZORIA COUNTY**  
**PURCHASING DEPARTMENT**



**SUSAN P. SERRANO, CPPO, CPPB**  
Purchasing Director

**NOTICE TO PROCEED**

June 30, 2026

TECA Construction, LLC  
Attn.: Ramiro Hernandez  
203 County Road 698a  
Angleton, Texas 77515  
Sent via Email: ramirohdz\_05@outlook.com

RE: Notice to Proceed for CSP #26-49 CR 179 Bridge Repair

Dear Mr. Ramiro:

Your company was approved to commence the work in accordance with the above referenced project on Wednesday, July 15, 2026. Please Contact the Brazoria County Project Manager to schedule work.

The Project Manager is listed below:

Matt De La Rosa  
Brazoria County Engineering

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

Very truly yours,

*Casey Greathouse*  
Casey Greathouse  
Contract Specialist

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by: TECA Construction, LLC

this 1 day of July, 2026.

Printed Name and Title: Ramiro Hernandez Co-Owner / Partner

Signature: *Ramiro Hernandez*



AmTrust Surety  
An AmTrust Financial Company

## STATUTORY PERFORMANCE BOND TEXAS PUBLIC WORKS

Bond No. 3201998

### KNOW ALL BY THESE PRESENTS:

That Teca Construction LLC, (Hereinafter called the "Principal"), as Principal, and Developers Surety and Indemnity Company, a corporation organized and existing under the laws of the State of California, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the "Surety"), are held and firmly bound unto Brazoria County (hereinafter called the Obligee), in the amount of One Hundred Fifty-One Thousand Three Hundred Ninety-Eight and 95/100 Dollars (\$ 151,398.95) for the payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written contract with Obligee, dated the 9th day of June, 2026, for CSP #26-49 CR 179 Bridge Repair, which contract is hereinafter referred to as the "Contract."

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal shall faithfully perform the work required by the Contract then this obligation shall be null and void; otherwise to remain in full force and effect;

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

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument, this 15th day of June, 2026.

Teca Construction LLC  
Principal

BY: Ramiro Hernandez  
Signature

Name: Ramiro Hernandez  
Title: Co-Owner / Partner

Developers Surety and Indemnity Company

BY: Hannah Montagne  
Signature

Name: Hannah Montagne  
Attorney-In-Fact

*The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage Information and Limitations*



AmTrust Surety  
An AmTrust Financial Company

## STATUTORY PAYMENT BOND TEXAS PUBLIC WORKS

Bond No. 3201998

### KNOW ALL BY THESE PRESENTS:

That Teca Construction LLC, (Hereinafter called the "Principal"), as Principal, and Developers Surety and Indemnity Company, a corporation organized and existing under the laws of the State of California, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the "Surety"), are held and firmly bound unto Brazoria County (hereinafter called the Obligee), in the amount of One Hundred Fifty-One Thousand Three Hundred Ninety-Eight and 95/100 Dollars (\$ 151,398.95) for the payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written contract with Obligee, dated the 9th day of June, 2026, for CSP #26-49 CR 179 Bridge Repair, which contract is hereinafter referred to as the "Contract."

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

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

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument, this 15th day of June, 2026.

Teca Construction LLC  
Principal

BY: Ramiro Hernandez Signature

Name: Teca Construction LLC Ramiro Hernandez  
Title: Co-Owner / Partner

**Developers Surety and Indemnity Company**

BY: Hannah Montagne Signature

Name: Hannah Montagne  
Attorney-In-Fact:

*The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage Information and Limitations*



**POWER OF ATTORNEY FOR  
COREPOINTE INSURANCE COMPANY  
DEVELOPERS SURETY AND INDEMNITY COMPANY**  
59 Maiden Lane, 43rd Floor, New York, NY 10038  
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Michele Bonnin, Jillian O'Neal, Erica Cox, Hannah Montagne, Samantha Olson and Joshua Wright, of The Woodlands, TX

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective December 8, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this August 7, 2024.

By: \_\_\_\_\_

Printed Name: Sam Zaza

Title: President, Surety Underwriting



**ACKNOWLEDGEMENT:**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California

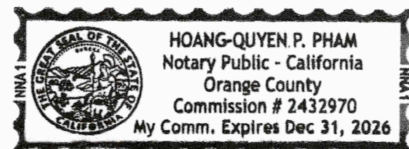
COUNTY OF Orange

On this 7 day of August, 2024, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



**CORPORATE CERTIFICATION**

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this August 2, 2024.

DocuSigned by:

By: \_\_\_\_\_

Janie Clark

Janie Clark, Assistant Secretary

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Docusign Envelope ID: 5AB920B9-227B-46CB-BD53-C0E3A05A3E46

Ed. 0824

Signed and sealed this 15th day of June, 2026.



AmTrust Surety  
An AmTrust Financial Company

**Developers Surety and Indemnity Company  
CorePointe Insurance Company**

**IMPORTANT NOTICE:**

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

For any complaints you may also contact AmTrust Customer Service at:

Telephone: **1-877-528-7878**

Your notice of claim against the attached bond may be given to the surety company that issued the bond by sending it by mail to the following address:

Mailing Address: AmTrust Financial Services, Inc.  
P.O. Box 5939  
Cleveland, OH 44101  
Attention: Surety Claims

Physical Address: AmTrust Financial Services, Inc.  
800 Superior Ave  
Cleveland, OH 44114

Email: [suretybondclaims@amtrustgroup.com](mailto:suretybondclaims@amtrustgroup.com)

Note: The maximum size for any single email message including attachments is 20MB. Please send any correspondence in excess of this size to the P.O. Box noted above.

**PREMIUM OR CLAIM DISPUTES:**

If you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR BOND:**

This notice is for information only and does not become a part or condition of the attached document.

## 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, Ramiro Hernandez (Person name), the undersigned representative of (Company or Business Name) Teca Construction, LLC (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above,

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

June 12, 2026

DATE

  
SIGNATURE OF COMPANY REPRESENTATIVE



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

## OFFICE USE ONLY

Date Received

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

Teca Construction LLC

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.

Brazoria County

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?

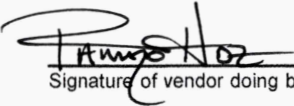
☐ Yes

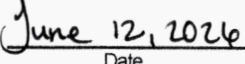
☒ No

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).

7   
Signature of vendor doing business with the governmental entity

  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

- (2) the vendor:

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

# CERTIFICATE OF 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

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

TECA CONSTRUCTION, LLC  
ANGLETON, TX United States

Certificate Number:  
2026-1476208

Date Filed:  
06/11/2026

Date Acknowledged:

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

BRAZORIA COUNTY

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

CSP #26-49  
CR 179 Bridge Repair

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|------------------------------------------|------------------------------------------|--------------|
|   |                          |                                          | Controlling                              | Intermediary |
|   | HERNANDEZ, RAMIRO        | ANGLETON, TX United States               | X                                        |              |
|   | HERNANDEZ, RAUL          | ANGLETON, TX United States               | X                                        |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |

5 Check only if there is NO Interested Party. ☐

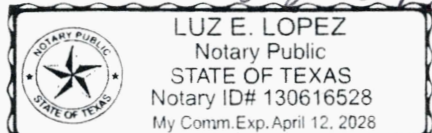
## 6 UNSWORN DECLARATION

My name is Ramiro Hernandez, and my date of birth is May 05, 1989.

My address is 203 County Road 698a, Angleton, Tx, 77515, USA.  
(city) (state) (zip code) (country)

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

Executed in Brazoria County, State of Texas, on the 17 day of June, 2026.  
(month) (year)



Ramiro Hernandez  
Signature of authorized agent of contracting business entity  
(Declarant)



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

## 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.*

Teca Construction, LLC

LEGAL NAME OF CONTRACTING COMPANY

99-2524509

FEDERAL I.D. # (Company or Corporation)

12-927-0776

DUN & BRADSTREET D-U-N-S NUMBER

L5K4HLY7B9W4

SAM.GOV UEI NUMBER

979-549-5832

TELEPHONE NUMBER

\_\_\_\_\_  
FACSIMILE NUMBER

Ramiro Hernandez

CONTACT PERSON

Co-Owner / Partner

TITLE

203 County Road 698a

COMPLETE MAILING ADDRESS

Angleton, Tx

CITY & STATE

77515

ZIP CODE

203 County Road 698a

COMPLETE STREET ADDRESS

Angleton, Tx

CITY & STATE

77515

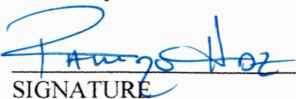
ZIP CODE

ramirohdz\_05@outlook.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"

May 13, 2026

DATE

Ramiro Hernandez

Typewritten or Printed Name

Co-Owner / Partner

Title

# BRAZORIA COUNTY BIDDER/RESPONDENT'S AFFIRMATION

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

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

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

*(Please check all that are applicable)*

☐ Does not own taxable property in Brazoria County.

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

\*\*\*\*\*

## BIDDER/RESPONDENT'S SDNs/BLOCKED PERSONS AFFIRMATION

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

*(Please check all that are applicable)*

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

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

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

\*\*\*\*\*

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

\*\*\*\*\*

Bidder/Respondent Company Name Teca Construction, LLC

Signature of Company Official

Authorizing the Bid/Offer



Date May 13, 2026

Company Official

(Printed Name) Ramiro Hernandez

Official's Position Co-Owner / Partner



# WORKERS' COMPENSATION REQUIREMENTS

## BIDDER/RESPONDENT INSTRUCTIONS:

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

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

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

#### A. Definitions

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

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

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

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

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

**If awarded a contract for CSP #26-49, 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

Ramiro Hernandez

Typewritten or Printed Name

May 13, 2026

DATE

Co-Owner / Partner

Title

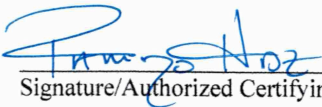
## CERTIFICATION REGARDING LOBBYING

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

Ramiro Hernandez / Co-owner / Partner

Typed Name and Title

Teca Construction, LLC

Applicant / Organization

May 13, 2026

Date Signed



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

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

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

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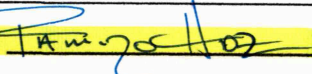
According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information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

Approved by OMB

0348-0046

**Disclosure of Lobbying Activities**

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                              |                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Type of Federal Action:</b><br><u>N/A</u> a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Status of Federal Action:</b><br><u>N/A</u> a. bid/offer/application<br>b. initial award<br>c. post-award | <b>Report Type:</b><br><u>N/A</u> a. initial filing<br>b. material change                                                                                                                                                                         |
| <b>Name and Address of Reporting Entity:</b><br><u>N/A</u> Prime <u>N/A</u> Subawardee<br>Tier <u>N/A</u> , if Known:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                              | <b>If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b> N/A                                                                                                                                                           |
| <b>Congressional District, if known:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                              | <b>Congressional District, if known:</b>                                                                                                                                                                                                          |
| <b>Federal Department/Agency:</b> N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                              | <b>7. Federal Program Name/Description:</b><br><br>CFDA Number, if applicable: <u>N/A</u>                                                                                                                                                         |
| <b>Federal Action Number, if known:</b> N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                              | <b>9. Award Amount, if known:</b> N/A<br>\$                                                                                                                                                                                                       |
| <b>10. a. Name and Address of Lobbying Registrant</b><br>(if individual, last name, first name, MI): N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                              | <b>b. Individuals Performing Services</b> (including address if different from No. 10a)<br>(last name, first name, MI): N/A                                                                                                                       |
| <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> <br><b>Print Name:</b> Ramiro Hernandez<br><b>Title:</b> Co-Owner / Partner<br><b>Telephone No.:</b> 979-549-5832 <b>Date:</b> May 13, 2026 |
| <b>Federal Use Only</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                              | <b>Authorized for Local Reproduction</b><br>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)**

  X   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.)*

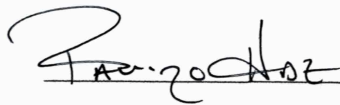


# NON-COLLUSION AFFIDAVIT

THE STATE OF TEXAS

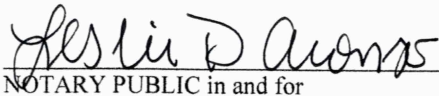
OWNER, BRAZORIA COUNTY

Before me, the undersigned authority, on this day personally appeared Ramiro Hernandez  
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  
Teca Construction, LLC ("Contractor"), of and is fully cognizant of the fact herein set out: that Contractor has  
not, either directly or indirectly, entered into any agreement with OWNER in any collusion: or otherwise taken any action in restraint  
of free competitive bidding in connection with the contract for the above referenced project.



Name Ramiro Hernandez Title Co-Owner / Partner

SWORN TO AND SUBSCRIBED BEFORE ME by the said Ramiro Hernandez, this 13 day of  
May, 2026, to certify which witness my hand and seal of office.

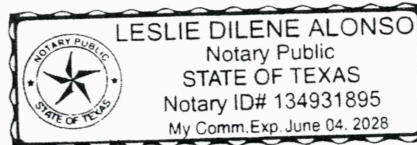


NOTARY PUBLIC in and for

State of Texas

Printed Name: Leslie D Alonso

My Commission Expires: June 4, 2028



**BID BOND**

**VENDOR TO INSERT COPY OF BID BOND HERE**

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Teca Construction LLC  
203 CR 698A, Angleton, TX 77515

as Principal, hereinafter called the Principal, and Developers Surety and Indemnity Company  
800 Superior Avenue E., 21st Floor, Cleveland, OH 44114

a corporation duly organized under the laws of the State of CA

as Surety, hereinafter called the Surety, are held and firmly bound unto Brazoria County

as Obligor, hereinafter called the Obligor, in the sum of Five Percent of the Greatest Amount Bid

Dollars (\$ 5% G.A.B. ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for CSP #26-49 CR 179 Bridge Repair

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with  
the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or  
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the  
penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith  
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise  
to remain in full force and effect.

Signed and sealed this 14th day of May, 2026

Brenda Reyna  
(Witness)

Teca Construction LLC  
(Principal)

By: Francisco Lopez

(Seal)

(Seal)

Co-Owner/Partner  
(Title)

[Signature]  
(Witness)

Developers Surety and Indemnity Company  
(Surety)

By: Hannah Montagne

Attorney-in-Fact Hannah Montagne

Surety Phone No.





POWER OF ATTORNEY FOR  
COREPOINTE INSURANCE COMPANY  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
59 Maiden Lane, 43rd Floor, New York, NY 10038  
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint

Hannah Montagne, of The Woodlands, TX

as its true and lawful Attorney-in-Fact to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents are hereby ratified and confirmed. This Power of Attorney is effective 01/01/2026

Surety Bond No.: Bid Bond  
Principal: Teca Construction LLC  
Obligee: Brazoria County

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this August 7, 2024

By

Printed Name Sam Zaza

Title President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California

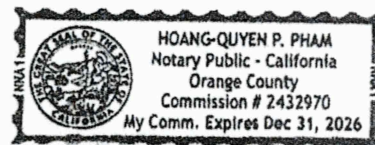
COUNTY OF Orange

On this 7 day of August, 2024, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

Signature



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification

This Certification is executed in the City of Cleveland, Ohio, this August 2, 2024

DocuSigned by:

By:

Janie Clark, Assistant Secretary

876B8D3E22364A8

DocuSign Envelope ID: 5AB920B9-227B-46CB-BD53-C0E3A05A3E46

Ed 0824

Signed and sealed this 14th day of May, 2026.



AmTrust Surety  
An AmTrust Financial Company

**Developers Surety and Indemnity Company  
CorePointe Insurance Company**

**IMPORTANT NOTICE:**

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

For any complaints you may also contact AmTrust Customer Service at:

Telephone: **1-877-528-7878**

Your notice of claim against the attached bond may be given to the surety company that issued the bond by sending it by mail to the following address:

Mailing Address: AmTrust Financial Services, Inc.  
P.O. Box 5939  
Cleveland, OH 44101  
Attention: Surety Claims

Physical Address: AmTrust Financial Services, Inc.  
800 Superior Ave  
Cleveland, OH 44114

Email: [suretybondclaims@amtrustgroup.com](mailto:suretybondclaims@amtrustgroup.com)

Note: The maximum size for any single email message including attachments is 20MB. Please send any correspondence in excess of this size to the P.O. Box noted above.

**PREMIUM OR CLAIM DISPUTES:**

If you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR BOND:**

This notice is for information only and does not become a part or condition of the attached document.

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

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

Teca Construction, LLC

**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.

Brazoria County

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).

**7**   
Signature of vendor doing business with the governmental entity

May 13, 2026

Date



## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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



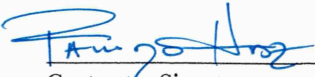
### **Contractor Acknowledgement of Stormwater Management Program**

I hereby acknowledge that I am aware of the Stormwater Management Program and standard operating procedures developed by Brazoria County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Brazoria County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Brazoria County immediately of any issue caused by or identified by Teca Construction, LLC that is believed to be an immediate threat to human health or the environment.

(Company/Contractor)

  
Contractor Signature

May 13, 2026

Date

Ramiro Hernandez  
Printed Name

Co-Owner / Partner  
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"

May 13, 2026

DATE

Ramiro Hernandez

Typewritten or Printed Name

Co-Owner / Partner

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.

Teca Construction, LLC

COMPANY NAME



SIGNATURE OF COMPANY REPRESENTATIVE

Ramiro Hernandez

PRINTED NAME

Co-Owner / Partner

TITLE

05/14/2026

DATE



## AUTHORIZED NEGOTIATOR

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

Name: Ramiro Hernandez

Title: Co-Owner / Partner

Email Address: ramirohdz\_05@outlook.com

Phone Number: 979-549-5832

Name: Raul Hernandez

Title: Co-Owner / Partner

Email Address: raul309.hn@outlook.com

Phone Number: 979-267-5312

## RESIDENT / NONRESIDENT BIDDER PROVISIONS

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

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

Please check (✓) one of the following:

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

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

☐ Yes ☐ No

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

## **EXHIBIT B – VENDOR RESPONSE**

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

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



**BRAZORIA COUNTY  
BID TABLE**

**VENDOR TO INSERT COMPLETED BID TABLE HERE**

| ITEM NO.              | SPEC NO. | DESCRIPTION                             | UNIT         | QUANTITY | UNIT PRICE | AMOUNT      |
|-----------------------|----------|-----------------------------------------|--------------|----------|------------|-------------|
| GENERAL ITEMS         |          |                                         |              |          |            |             |
| 1                     | 132-7005 | EMBANK (FNL)(OC)(TY C)                  | CY           | 623      | \$49.72    | \$30,975.56 |
| 2                     | 500-7001 | MOBILIZATION                            | LS           | 1        | \$9,918.52 | \$9,918.52  |
| 3                     | 503-7001 | PORTABLE CHANEABLE MESSAGE SIGN         | DAY          | 51       | \$110.53   | \$5,637.03  |
| 4                     | 505-7001 | TMA(STATIONARY)                         | DAY          | 51       | \$326.46   | \$16,649.46 |
| PAVING ITEMS          |          |                                         |              |          |            |             |
| 5                     | 110-7001 | EXCAV(ROADWAY)                          | CY           | 535      | \$44.27    | \$23,684.45 |
| 6                     | 351-7007 | FLEXIBLE PAVEMENT STRUCTURE REPAIRS(8') | SY           | 113      | \$146.61   | \$16,566.93 |
| 7                     | 401-7001 | FLOWABLE BACKFILL                       | CY           | 117      | \$258.66   | \$30,263.22 |
| 8                     | 666-7347 | PAYMENT SLER 6                          | LF           | 136      | \$3.10     | \$421.60    |
| 9                     | 666-7411 | REFL PAV MRK TY I (W)6"(SLD)(100MIL)    | LF           | 68       | \$10.36    | \$704.48    |
| 10                    | 666-7423 | REFL PAV MRK I (Y)6(SLD)(100MIL)        | LF           | 68       | \$10.36    | \$704.48    |
| 11                    | 672-7004 | REFL PA MRKR TY II-A-A                  | EA           | 2        | \$277.63   | \$555.26    |
| 12                    | 678-7002 | PAV SURF PREP FOR MRK (6")              | LF           | 136      | \$4.16     | \$565.76    |
| EROSION CONTROL ITEMS |          |                                         |              |          |            |             |
| 13                    | 160-7002 | FURN & PLACE TOPSOIL (4")               | SY           | 239      | \$11.86    | \$2,834.54  |
| 14                    | 164-7001 | BROADCAST SEED (PERM*RURAL*SAND)        | SY           | 239      | \$2.04     | \$487.56    |
| 15                    | 506-7001 | ROCK FILTER DAMS (INSTALL) (TY 1)       | LF           | 99       | \$57.55    | \$5,697.45  |
| 16                    | 506-7011 | ROCK FILTER DAMS (REMOVE)               | LF           | 99       | \$23.99    | \$2,375.01  |
| TRAFFIC CONTROL ITEMS |          |                                         |              |          |            |             |
| 17                    | 502-7001 | BARRICADES, SIGNS, AND TRAFFIC HANDLING | MO           | 2        | \$1,678.82 | \$3,357.64  |
|                       |          |                                         |              |          |            |             |
|                       |          | TOTAL BASE BID                          | \$151,398.95 |          |            |             |
|                       |          |                                         |              |          |            |             |
|                       |          | GRAND TOTAL                             | \$151,398.95 |          |            |             |

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

**SECTION 1**

**CONTRACTOR'S EXPERIENCE & QUALIFICATIONS**

General Contractors Name: Teca Construction, LLC

**I. General**

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

**II. History**

- a. Please specify:

☐ Corporation - State of Incorporation \_\_\_\_\_

☒ Partnership

☐ Sole Proprietorship

☐ Joint Venture

- b. Specify: In continuous business since: March 2024

- c. Specify:

☐ Large Business (100 or more employees)

☒ Small Business (fewer than 100 employees)

☐ Other \_\_\_\_\_

**III. Experience**

- a. Normally performs 95 % of work with own forces.

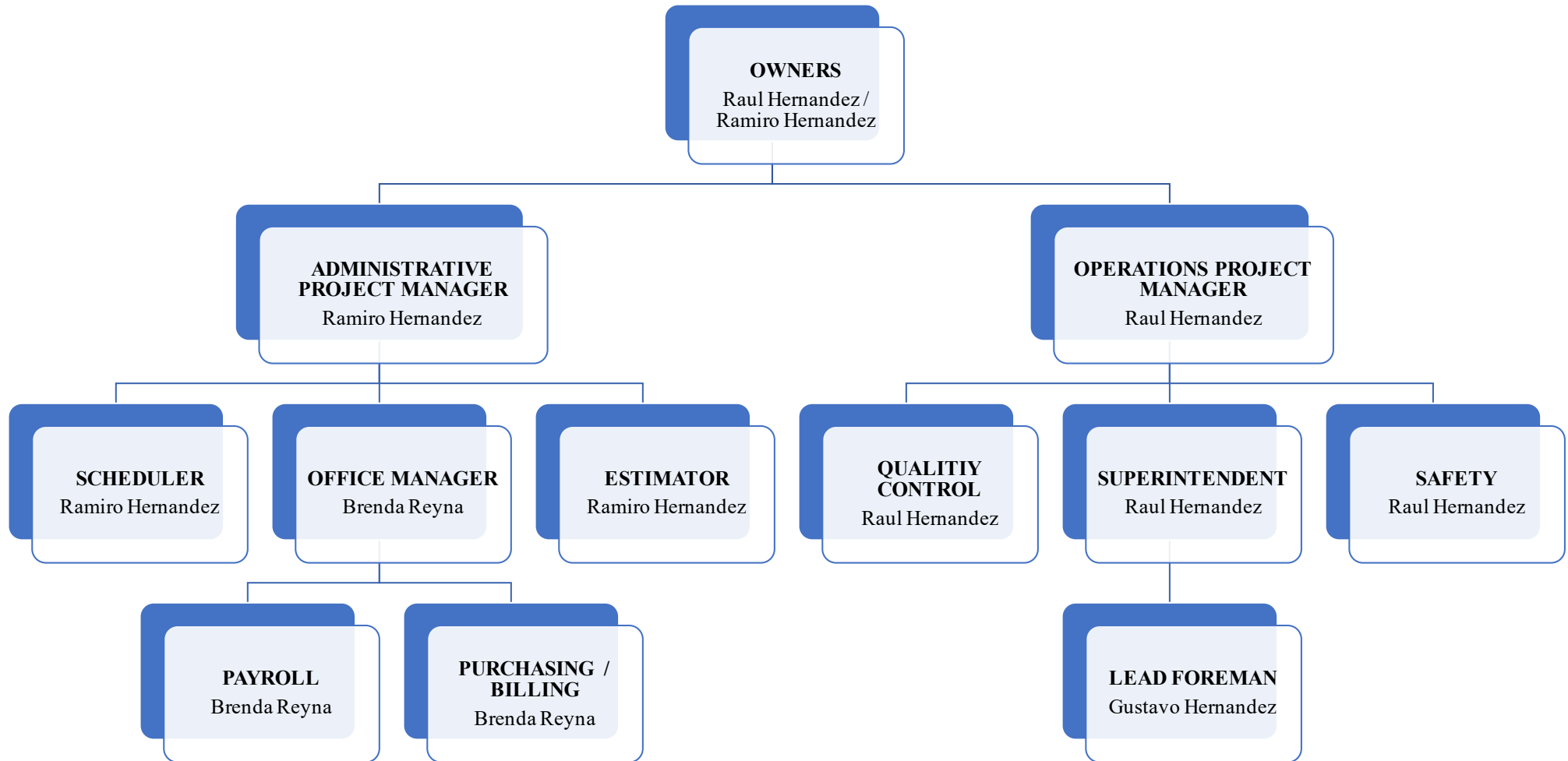
- b. Proposing to perform 95 % of work for this project with own forces.

- i. List Trades Construction Laborers, Carpenters, Concrete Finishers,  
Rodbusters, Equipment Operators, Quality Control, Safety  
\_\_\_\_\_  
\_\_\_\_\_



# TECA CONSTRUCTION, LLC

## PROJECT ORGANIZATION CHART



## **SECTION 1**

### **CONTRACTOR'S EXPERIENCE & QUALIFICATIONS, CONTINUATION**

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

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

## SECTION 1-CONTINUATION

### VENDORS GENERAL EXPERIENCE & QUALIFICATIONS

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

*Teca Construction, LLC commits to providing high quality services throughout the construction phase of the project. With over 30 years of experience in the construction industry, we are able to guarantee quality work. We are able to provide quality work not only by the experience we have gathered throughout the years but also by becoming familiar with the specifications.*

*Raul, one of the owners, has become very familiar to the expected quality of work to be performed in Brazoria County. While working for Matula and Matula Construction, Inc for the past 20 years, he was part of multiple projects throughout Brazoria County. During those years he was able to gather knowledge and complete successful projects.*

*Ramiro, the other owner of Teca, has been part of multiple projects in commercial and in the industrial industry. While working for Performance Contractors and for Baker Concrete, quality was a high priority. Ramiro had to inspect the work before turning it over to the client. Being able to follow the specifications while inspecting the work was key to turning over a quality product.*

*As a year-old company, we have delivered high quality products to our clients and our goal is to continue with our high-quality work.*

*We have included the resumes for Raul and Ramiro as part of this document.*

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

*Teca was founded on March 2024 and since we have been fortunate to work with multiple clients. The work we have done for those projects has been to the satisfaction of our clients. Since the company was founded, several clients have continued to give us opportunities on their projects. One of our clients that continues to give us opportunities, is the City of Lake Jackson.*

*We have developed a great relationship with them and part of that is because they have been satisfied with our final product. As company, we will do our best to continue providing a great product that satisfies our future clients.*

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

*As a company we pride ourselves on being reliable and completing our projects within the time frame set in the schedule. Construction can be unpredictable and as a company we have to always search for alternatives in order to finish within the set schedule.*

*Our goal as a company is to have continuous communication with the client and with our vendors. Having that communication will allow us to keep the project on track and avoid any liquidated damages.*

- (iv) Business relations: Effective management, ability to manage projects involving subcontracts, working relationship with the contracting officer and technical representatives, reasonable/cooperative behavior, flexibility, effective contractor recommended solutions, businesslike concern for government's interests.

*As a new company we have successfully completed multiple projects. Part of that success is the ability to effectively manage each one of those projects.*

*Whether we are a subcontractor or the general contractor, building a relationship with the contracting officer and technical representatives is a key component in delivering a successful final product. It is fundamental to have great communication and being cooperative in order to manage a project with greater ease.*

*As a project starts to develop, unpredictability can be an issue and concerns can start to arise. With the construction experience that we personally have, we are able to recommend a solution to a problem, if it was to emerge.*

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

*One of our goals as company is to complete every single project within budget and on schedule. We have been very successful in that aspect. Every project we have completed has been within the established budget. Part of that success is to having a great managing team who can oversee the project. By having two owners we are able to administrate and operate the projects at the same time. While one of the owners is supervising the project on-site, the other is overseeing the administrative work.*

*When a price change proposal needs to be submitted, we will look at the work that is required to perform that task and provide a reasonable proposal. Our intention is to be fair and competitive in all of our pricings. Our objective is to develop a great relationship and help with accomplishing the goal to complete a successful project.*

*By having one owner on-site and the other at the office, it helps with providing current, accurate, and complete billings to the client.*



## SECTION 2

### PROJECTS

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

| Project                                               | Project Location     | \$ Amount    | Type                          | Date              |
|-------------------------------------------------------|----------------------|--------------|-------------------------------|-------------------|
| Culvert Repair Brazoria County                        | City of Lake Jackson | \$221,297.41 | Culvert Extensions            | 07/2024 - 09/2024 |
| Bridge Repairs - Brinsap 2020 Pkg 2 for Harris County | Harris County        | \$588,682.00 | Bridge Repairs                | 08/2024-03/2025   |
| Emergency Repair of Culvert Bridge                    | City of Lake Jackson | \$166,180.42 | Culvert & Street Panel Repair | 05/2024-07/2024   |
| Warpath Avenue Reconstruction                         | City of Santa Fe     | \$852,220.23 | Street Repair                 | 06/2025 - 08/2025 |
| Millwood Sect. 2&3 Paving Drainage Rehabilitation     | Missouri City        | \$608,579.47 | Street Repair                 | 07/2025-01/2026   |
|                                                       |                      |              |                               |                   |

## SECTION 3

### CONTRACTOR KEY PERSONNEL

#### I. Superintendent & Project Manager Information

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

| Project Manager  | Years Experience | Projects |
|------------------|------------------|----------|
| Raul Hernandez   | 23               | 25       |
| Ramiro Hernandez | 4                | 7        |
|                  |                  |          |
|                  |                  |          |

| Superintendent | Years Experience | Projects         |
|----------------|------------------|------------------|
| Raul Hernandez | 23               | Over 50 projects |
|                |                  |                  |
|                |                  |                  |
|                |                  |                  |

| Scheduler        | Years Experience | Projects |
|------------------|------------------|----------|
| Ramiro Hernandez | 7                | 15       |
|                  |                  |          |
|                  |                  |          |
|                  |                  |          |

| Quality Control Person | Years Experience | Projects         |
|------------------------|------------------|------------------|
| Raul Hernandez         | 22               | Over 50 projects |
| Ramiro Hernandez       | 12               | 20               |
|                        |                  |                  |
|                        |                  |                  |

## RAUL HERNANDEZ

### OBJECTIVE

Proficient Project Specialist with strong construction background and specialized experience in construction properties. Familiar with related codes and standards and successful in keeping work in line with regulations. Expert in managing contracts, paperwork and timelines. Highly-motivated employee with desire to take on new challenges. Strong work ethic, adaptability and exceptional interpersonal skills. Adept at working effectively unsupervised and quickly mastering new skills. Hardworking employee with customer service, multitasking and time management abilities. Devoted to giving every customer a positive and memorable experience.

### SKILLS

- OSHA Regulations
- Workforce training
- Environmental Compliance
- Equipment management
- Labor Management
- Site Inspections
- Progress Reporting
- Field supervision
- Construction Scheduling
- Subcontractor coordination
- Scheduling expertise

### WORK HISTORY

#### TECA CONSTRUCTION, LLC

March 2024 – Present

- Started Company
- Estimating projects
- Negotiated contracts with vendors and subcontractors.
- Created work crew schedules and delegated assignments.
- Delegated work to staff, setting priorities and goals.
- Reviewed plans and specifications with architects and engineers prior to beginning work on a project.
- Prepared and planned worksites to help jobs run smoothly
- Trained employees in proper construction techniques and safety protocols.
- Manage multiple projects

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**Matula & Matula Construction INC – Lake Jackson**

General Construction Superintendent

06/2003 – 04/2024

- Conducted daily safety briefings with crew members to ensure compliance with safety regulations.
- Managed budgets for multiple construction projects while meeting customer requirements.
- Maintained accurate records of material inventory levels at job sites.
- Established clear communication channels among all parties involved in a construction project.
- Created detailed documents outlining tasks completed by workers during each shift.
- Reviewed plans and specifications with architects and engineers prior to beginning work on a project.
- Provided guidance and direction to foremen regarding construction procedures.
- Developed and maintained project schedules to ensure deadlines were met.
- Inspected job sites daily and documented progress reports.
- Resolved conflicts between contractors and sub-contractors in a timely manner.
- Ensured that all materials used on the jobsite were of high quality standards.
- Managed multiple projects simultaneously while ensuring timely completion within budget constraints.
- Interpreted blueprints and drawings accurately when needed for various aspects of the job site activities.
- Coordinated labor resources for construction projects to maximize efficiency.
- Tracked costs associated with each phase of a project from start to finish.
- Supervised the work of subcontractors, including scheduling, budgeting, and quality control.
- Managed vendor relationships by negotiating contracts, overseeing subcontractors, and resolving conflicts.
- Monitored project performance against established goals, making adjustments as needed to ensure successful completion of tasks.
- Managed multiple projects simultaneously while maintaining high levels of accuracy and attention-to-detail.
- Organized and facilitated meetings with stakeholders to review progress and address issues.



- 
- Identified potential risks associated with projects and developed strategies to mitigate them.
  - Maintained accurate records of activities related to each project including documentation, costs, timelines, invoices.
  - Monitored compliance with local and state codes and job specifications to deliver superior quality.
  - Prepared and planned worksites to help jobs run smoothly.
  - Trained and monitored employees to teach daily tasks and improve performance.
  - Delegated work to staff, setting priorities and goals.
  - Cleaned or prepared construction sites to eliminate hazards.
  - Provided leadership, insight and mentoring to newly hired employees to supply knowledge of various company programs.
  - Established and enforced procedures and work standards, promoting team performance and safety.
  - Created work crew schedules and delegated assignments.
  - Maintained accurate records of completed work orders, invoices, change orders, etc.
  - Demonstrated effective leadership skills throughout the construction process.
  - Trained employees in proper construction techniques and safety protocols.
  - Scheduled resources such as equipment rentals and staff hours.
  - Addressed on-site issues; resolved disputes among team members.
  - Ensured timely project delivery within budget constraints.
  - Negotiated contracts with vendors and subcontractors.
  - Coordinated subcontractors, laborers, and materials suppliers.
  - Conducted site inspections to ensure safety compliance.
  - Oversaw construction projects from conception to completion.
  - Coordinated phases of construction projects from inception to completion.
  - Inspected sites before and after construction projects.
  - Reviewed project blueprints and specifications to determine number of workers needed to complete jobs.
  - Resolved labor, design and tool issues during construction projects.
  - Kept detailed progress records to hit strict deadlines and adjust plans.
  - Recruited and hired workers, in addition to supervising and monitoring daily performance.
  - Implemented onsite safety protocols and procedures and properly trained team members on prevention measures.
-

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## EDUCATION

Angleton High School | Angleton, TX  
GED 05/1994

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## REFERENCES

References available upon request

## **OBJECTIVE**

To apply my expertise in developing a construction company with the objective of delivering a safe, timely, and quality product to our clients.

## **EDUCATION**

**University of Houston**, Houston, TX

Graduation Date: December 2013

Bachelor of Science in Construction Management

- Relevant Courses: Construction Management I and II, Construction Planning and Scheduling, Construction Estimating I and II, Construction Documents, Strength of Construction Materials, Soil Mechanics and Foundations, Accounting Principles I and II
- OSHA 30 Hour

## **WORK EXPERIENCE**

**Teca Construction**, Angleton, TX

March 2024 – Present

- Helped with the startup of the company
- Developed spreadsheets for estimating and scheduling
- Assisted with estimating projects
- Reviewed contracts
- Started working full time with the company on September 2024
- In charge of estimating, scheduling, and project cost

**Performance**, Austin, TX

January 2024 – September 2024

- Part of the construction for Samsung Austin Semiconductor
- Worked with the Project Service Department
- Developed work packages for the pipe, mechanical, and civil departments
- Wrote and distribute RFI's
- Wrote change order's
- Part of managing the projects budget
- Set up internal meetings to communicate on the project status
- Assisted with developing and managing the work schedule

**Performance**, Kingsport, TN

July 2023 – December 2023

- Part of the construction for Eastman Chemical Molecular Recycling Facility
- Worked with the Project Service Department
- Developed work packages and testing packages for the pipe and mechanical departments
- Wrote and distribute RFI's
- Part of managing the projects budget
- Communicated with management and the client on the project status

**Performance**, McIntosh, AL

May 2023 – July 2023

- Part of the construction for Linde PLC project
- Worked as a manager for the System Turnover Department
- Developed work packages and testing packages for the pipe and mechanical departments
- Communicated with field supervision and client

**Performance, Batavia, OH**

February 2023 – May 2023

- Worked with the Project Service Department
- Part of the team that developed a construction execution plan for a new Nestle Purina Facility
- Assisted with developing the preliminary schedule
- Communicated with our management group and the client
- In charge of writing and distributing RFI's

**Performance, Baytown, TX**

August 2022 - February 2023

- Part of the Exxon Mobil Baytown Chemical Expansion Project
- Worked with the System Turnover Department
- Inspected civil, structural, and pipe before being turned over to the client
- Worked with the Project Service Department
- In charge of writing and distributing RFI's

**Performance, Baytown, TX**

November 2021 - August 2022

- Part of the Exxon Mobil Baytown Chemical Expansion Project
- Worked as a lead surveyor
- Communicating and working along different disciplines
- In charge of laying out pipe supports using a Trimble robotic total station

**Wood., Freeport, TX**

February 2019 - April 2020

- Worked as a civil estimator
- Estimated projects ranged from \$20,000.00 - \$2,000,000.00
- Communicating with client throughout the bidding process.
- Setting internal meetings to communicate with other disciplines throughout the bidding process.

**Wood., Freeport, TX**

April 2017 - February 2019

- Worked as a surveyor
- In charge of layouts, elevations, and as-builts
- Communicating with co-workers and other contractors if during construction

**Baker Concrete, Houston, TX**

May 2013 - April 2017

- Worked as a surveyor
- Duties include line and grade and concrete take-offs
- Reading Construction drawings, issuing and distributing RFI's
- Part of different projects throughout Houston and College Station

**Matula and Matula Const., Lake Jackson, TX**

August 2010 - May 2013

- Worked full time during the summers and part-time throughout the year
- Helped with concrete pours
- Helped the carpenters and rodbusters
- Helped the surveyor

**SKILLS****Software:** AutoCAD, Microsoft office (Word, Excel, and PowerPoint), Primavera P6**Language:** Great communication and writing skills in both Spanish and English

## SECTION 4

### CONTRACTOR'S CURRENT WORK SCHEDULE/RECORD

#### I. Current Work Schedule

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

| Name & Location of Project                                             | Contract \$    | % Complete | Projected Completion Date | Owner Contact And Phone          |
|------------------------------------------------------------------------|----------------|------------|---------------------------|----------------------------------|
| Silverlake Pavement Repairs Phase II - Pearland, Tx                    | \$1,315,931.25 | 98%        | June 2026                 | Wael Tabara<br>979-864-1265      |
| City of Arcola West Chocolate Bayou Drainage Improvements - Arcola, Tx | \$272,510.26   | 30%        | July 2026                 | DeWayne O. Davis<br>281-341-0808 |
| Installation of an Opening Flood Wall - Freeport, Tx                   | \$67,821.31    | 95%        | May 2026                  | Doug Roesler<br>979-849-6681     |
| Chapelwood U.M.C Parking Renovations - Lake Jackson, Tx                | \$569,841.78   | 20%        | July 2026                 | Bill Tasto<br>979-236-6914       |
|                                                                        |                |            |                           |                                  |

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

Number 4 \$ 2,191,831.71

c. Largest single contract amount currently in progress:

Project Name: Silverlake Pavement Repairs Phase II

Projected Completion Date : June 2026

Dollar Amount \$ 1,315,931.25

#### II. Past Record

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

| Name & Location of Project                                           | Contract \$  | Date Completed | Owner Contact and Phone        |
|----------------------------------------------------------------------|--------------|----------------|--------------------------------|
| Culvert Extension Repair - Lake Jackson, Tx                          | \$221,297.41 | September 2024 | Rance Johnson<br>832-718-7144  |
| Bridge Repairs - Brinsap 2020 Pkg 2 for Harris County                | \$584,122.98 | March 2025     | Rance Johnson<br>832-718-7144  |
| Emergency Repair of Culvert Bridge - Lake Jackson, Tx                | \$166,180.42 | July 2025      | Eddie Herrera<br>979-482-3521  |
| Warpath Avenue Reconstruction - City of Santa Fe                     | \$852,220.23 | August 2025    | Billy Creppon<br>409-218-8656  |
| Millwood Sect. 2&3 Paving Drainage Rehabilitation - Fort Bend County | \$608,579.47 | January 2026   | Chad Hablinski<br>713-428-2400 |



b. Volume of work completed over last 5 years:

\$ 327,983.35 (2024)

\$ 2,619,257.39 (2025)

\$ 1,004,349.13 (Through 2026)

\$ \_\_\_\_\_

\$ \_\_\_\_\_

## SECTION 5

### CONTRACTOR LITIGATION, CLAIMS, REPUTATION & COMPLIANCE

I. Please answer the following questions

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

☐ yes

☒ no

If yes, stipulate where and why: N/A

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

☐ yes

☒ no

If yes, stipulate where and why: N/A

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

☐ yes

☒ no

If yes, stipulate where and why: N/A

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

N/A

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## SECTION 6

### CONTRACTOR'S SAFETY RECORD

- I. List your organization's Workers Compensation Experience Modification Rate (EMR) for the last five years, as obtained from your insurance agent.

2025 Our company currently does not qualify for an EMR.  
This is due to our company not having enough years in the industry.

2024 \_\_\_\_\_

2023 \_\_\_\_\_

2022 \_\_\_\_\_

2021 \_\_\_\_\_

- II. Complete the matrix below for the last five years, as obtained from OSHA No. 200 Log:

|                                                                  | 2025 | 2024 | 2023 | 2022 | 2021 |
|------------------------------------------------------------------|------|------|------|------|------|
| Number of injuries & illnesses                                   | 0    | 0    |      |      |      |
| Number of lost time accidents                                    | 0    | 0    |      |      |      |
| Number of recordable cases                                       | 0    | 0    |      |      |      |
| Number of fatalities                                             | 0    | 0    |      |      |      |
| Number of employee direct hire fixed hours<br>(round to 1,000's) | 0    | 0    |      |      |      |

- III. Please answer the following questions regarding your safety program

- a. Are regular project safety meetings held for Field Supervisor(s)?

☒ yes

☐ no

If yes, frequency:

☒ weekly

☐ bi-monthly

☐ monthly

☒ as needed

- b. Are project safety inspections conducted?

☒ yes

☐ no

If yes, who performs inspections? Teca management personel

How often? Monthly

Who is required to attend? Project Manager and Superintendent

- c. Does your organization have a written safety program?

☒ yes

☐ no

If yes, provide a copy. It will become a compliance document upon contract award.

- d. Does your organization have a safety orientation program for new employees?

☒ yes

☐ no

For employees promoted to Field Supervisor?

☒ yes

☐ no

If yes, does your Supervisor Safety Program include instructions on the following:

|                       |                                         |                             |
|-----------------------|-----------------------------------------|-----------------------------|
| Safety work practices | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
|-----------------------|-----------------------------------------|-----------------------------|

|                          |                                         |                             |
|--------------------------|-----------------------------------------|-----------------------------|
| Tool box safety meetings | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
|--------------------------|-----------------------------------------|-----------------------------|

|                      |                                         |                             |
|----------------------|-----------------------------------------|-----------------------------|
| First aid procedures | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
|----------------------|-----------------------------------------|-----------------------------|

|                        |                                         |                             |
|------------------------|-----------------------------------------|-----------------------------|
| Accident investigation | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
|------------------------|-----------------------------------------|-----------------------------|

|                 |                                         |                             |
|-----------------|-----------------------------------------|-----------------------------|
| Fire protection | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
|-----------------|-----------------------------------------|-----------------------------|

|                          |                                         |                             |
|--------------------------|-----------------------------------------|-----------------------------|
| New worker's orientation | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
|--------------------------|-----------------------------------------|-----------------------------|





# SAFETY PLAN

TECA CONSTRUCTION, LLC



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## CONSTRUCTION SAFETY PLAN

### INTRODUCTION:

As part of measures to improve and consolidate upon the existing safety measures on site, this document is hereby compiled to outline the basic safety plan requirements to be implemented and guidelines to ensure construction works on site are executed within optimum safe levels.

It describes the methodologies for identifying and analyzing construction risks, process steps, operations and controls, approaches for mitigating identified workplace risks and the process for reporting safety events.

This construction safety plan shall be communicated and made available to all stakeholders and persons involved in the construction work and visitors to the site, who must understand and comply with its requirements at all times and shall be updated as the need arises.

## HEALTH AND SAFETY RESPONSIBILITIES

### PROJECT MANAGER/HEAD OF UNITS

- Coordinate planning meetings for protect safety
- Ensure that safety and health issues are addressed with maximum priority
- Ensure dedicated protect resource for safety.
- Conduct weekly safety meetings
- Implement safety program and policy
- Monitor safety performance on the project through observation, inspection, corrective action and documentation

### SUPERVISORS/FOREMEN

- Implements safety program and policy
- Promote accident prevention through constant communication
- Conduct weekly safety meetings
- Identify hazards and advise on proper and approved safety guards and PPE
- Require all workers to comply with health and safety regulations

### HEAD SAFETY OFFICER

- Develop and maintain safety training program(s)

- Assist in Project safety planning
- Conduct routine inspection of job sites
- Implement safety program and policy
- Require all workers to comply with the health and safety regulations

## OTHER WORKERS

- Work in a safe manner at all times and comply with all safety rules, procedures and requirements
- Report all accidents, near misses and unsafe conditions
- Attend safety meetings

## VISITORS

- Visitors shall be required to act in a safe manner while at the construction site
- Visitors to the construction site must be appropriately dressed and must obtain a safety clearance from any member of the safety team before accessing the construction site.
- Visitors touring the site should not be left unattended to by their host or any of his or her representative
- All visitors to the construction site must check-in with the security at the entrance of the construction site and check-out at the point of leaving.

## SUBCONTRACTORS(NORMINATED/DOMESTIC)

- Provide a site-specific safety plan prior to commencement of any work
- Work in a safe manner at all times and comply with safety rules, procedures and requirements
- Report all accidents, near misses, and unsafe conditions
- Provide MSDS (material safety data sheet) for all equipment and materials brought to site
- Attend weekly safety meetings
- Provide weekly job hazard analysis (JHA) on a timely basis

## CONSULTANTS

- Carry-out routine inspection of the construction site and ensures that all contractors are complying with federal, state and local safety codes
- Brings to the attention of the Main Contractor and other Sub Contractors whenever there is a breach of necessary safety requirements
- Together with the Main contractor and other sub-contractors, carry-out safety audit of the site and recommend actions to be taken should there be any areas of safety concerns.



## SAFETY STANDARDS

### SAFETY MEETINGS

Project team will hold a weekly safety meeting every Monday morning at 7:00am. Attendance of all persons on site is mandatory. Minutes of meetings shall be documented for the records.

### NEW HIRES ORIENTATION

Each new hire shall be required to attend an orientation prior to their commencement of work on site.

Subcontractors shall orient new hires in their team who works onsite.

### DRUG AND ALCOHOL POLICY

Alcohol or drugs are not to be consumed on premises before or during work hours. No smoking.

### PERSONAL PROTECTIVE EQUIPMENT PPE

All persons on site must be properly equipped in their safety apparels which includes helmets, high visibility vest, eye protection and safety boots at all times. Other PPE such as gloves, ear plugs safety belts shall be used as appropriate for the task being performed.

### GOOD HOUSEKEEPING

Housekeeping at the respective work sites is the responsibility of all. For example, the Main contractor, Subcontractors (nominated and domestic) and must be carried-out on a daily basis.

### JOB HAZARD ANALYSIS (JHA)

Job hazard analysis will be required to be completed by each on site subcontractor for them to identify hazards associated and surrounding their works. JHA's are to be turned in no later than 3:30pm each Friday. This shall be reviewed by the head safety officer and incorporate for discussion at the following Monday's safety meeting.

### JOB HAZARD ANALYSIS (GENERAL)

The following are the identified job hazard analysis mainly associated with the execution of various task on site. This will be discussed regularly as a Project team and measures taken to prevent or control their occurrence. Subcontractors both Nominated and Domestic shall be

required to provide their JHA's particularly on jobs with relatively higher risk or that poses unsafe conditions. This is to ensure more safety awareness and prevention. Only competent persons shall be allowed to complete specific tasks. According to Occupational Safety and Health Administration (OSHA) a "competent person" is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to workers and who has authorization to take prompt correct measures to eliminate them.

## DEMOLITION

| HAZARDS                   | CONTROLS                                                                 |
|---------------------------|--------------------------------------------------------------------------|
| Collapsing Structure      | Trace and understand the load paths prior to demolition along safe paths |
| Dust and Flying Debris    | Use water control, safety net and good housekeeping to control           |
| Pit, Holes, Leading edges | Barricade off area, use warning signs and caution tapes                  |
| Overhead work             | Use goggles or face shield                                               |

## EARTHWORK

| HAZARDS              | CONTROLS                                                                                                                                                        |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Active Utility Lines | Re-locate and use spotter when digging                                                                                                                          |
| Excavation           | Proper shoring and sloping areas taped/barricaded off                                                                                                           |
| Moving Equipment     | Equipment shall have back-up alarms and safe distance shall be kept. A standby flagging personnel shall monitor areas around moving equipment and ensure safety |

## SITE UTILITIES

| HAZARDS                | CONTROLS                                                                                                                                   |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| High Voltage Equipment | Ensure power has been isolated from such equipment and that there are no residual currents/charges before order commencement of such works |
| Utility Lines          | Relocated/Disconnect power prior to any work in such locations                                                                             |

## CONCRETE

| HAZARDS        | CONTROLS                                                                               |
|----------------|----------------------------------------------------------------------------------------|
| Concrete burns | Wear gloves and safety glasses                                                         |
| Tripping       | Keep materials and debris well packed-up and ensure good housekeeping around work area |

## MASONRY

| HAZARDS                  | CONTROLS                                             |
|--------------------------|------------------------------------------------------|
| Falls                    | Use properly installed/erected scaffolds and ladders |
| Eye, Hand, Foot Injuries | Wear proper PPE                                      |
| Dust                     | Use dust controls – nose mask                        |

## CARPENTRY

| HAZARDS              | CONTROLS                                                                                                 |
|----------------------|----------------------------------------------------------------------------------------------------------|
| Eye injuries         | Use eye protection                                                                                       |
| Power tools injuries | Ensure tools in good repair, use blade guards, check power cords                                         |
| Falls                | Make sure ladders and scaffolds are properly used and erected. Use handrails and barriers where required |
| Hand Injuries        | Use hand gloves                                                                                          |

## ROOFING

| HAZARDS                | CONTROLS                                                                           |
|------------------------|------------------------------------------------------------------------------------|
| Fall                   | Stay within the leading edge, use personal fall arrest if outside the leading edge |
| Falling loads          | Properly barricade off area                                                        |
| Foot and Hand injuries | Use safety shoes and hand gloves                                                   |
| Hot work               | Fire watch, fire extinguishers readily available                                   |
| Holes                  | Label “HOLE” secure roof                                                           |

## WINDOWS INSTALLATION

| HAZARDS      | CONTROLS                           |
|--------------|------------------------------------|
| Eye injuries | Eye protection from breaking glass |

## METAL WORKS AND FRAMING

| HAZARDS                     | CONTROLS                                                          |
|-----------------------------|-------------------------------------------------------------------|
| Power operated equipment    | Only certified operator can operate equipment, use eye protection |
| Cuts                        | Use hand gloves, watch for sharp edges, burrs                     |
| Tripping                    | Keep work area free from obstacles, use safety boots              |
| Hot works and cutting works | Use hand gloves, safety glasses and keep fire extinguishers handy |
| Falling loads               | No work under suspended loads                                     |

## RESOURCES PERSONAL PROTECTIVE EQUIPMENT (PPE)

- Helmets
- Reflective vests
- Safety boot/shoes
- Hand gloves
- Protective glasses/goggles
- Respirator masks

## MEDICAL

- First Aid Kits

## FIRE

- Fire extinguishers

## OTHER SAFETY EQUIPMENT

- Safety nets
- Safety belts and Fall Arrest Systems
- Safety Signs

## TRAFFIC CONTROL

Any activity either within or outside the construction site that changes sidewalks, affects pedestrian or vehicular traffic will require one or more of the following to be implemented.

- Flagging will be utilized as needed
- Traffic control will be set-up and taken down as needed
- Barricading where necessary shall be used to separate pedestrian path from vehicular traffic
- Safe, clearly marked routes shall be maintained through and around hazardous activities at all times.

## EMERGENCIES

The senior person on site:

- Shall always keep selected individuals on site to help with incidents
- In an incidence shall immediately call the attention of the Head Safety Officer
- Initiate site control and account for all workers

An emergency could occur at any moment; hence it will be ensured that access and egress areas remain clear and marked in the event of an emergency.

## FIRE PREVENTION PLAN

- General safety measures shall be taken
- Fire extinguishers shall be provided close to points of flash fire/heat works
- Routine checks carried-out on fire extinguishers to ensure that they are properly charged and accessible.
- Stairway access and egress shall be illuminated during workhours
- All access routes shall be unobstructed and maintained
- Exit signs shall be posted at the exit point(s)
- Good housekeeping practices to ensure that combustible debris are removed from work places on a regular basis

## HOT WORK

This includes any work involving operations capable of initiating fires or causing explosion. The following constitutes hot work; cutting, welding, brazing, soldering, grinding or any other similar activity. The use of hot work equipment shall be in accordance with the following requirements, including a pre-site inspection, fire watch and post inspection procedures;

- Ensure that hot work site is clear of combustibles
- Ensure a fully charged fire extinguisher is readily available

- Position a fire watch personnel with the responsibility to watch for occurrence of fire during and after hot work operations.
- The fire watch shall be maintained a minimum of 30mins after the conclusion of the work to look out for left-over sparks, slag or smoldering combustibles.
- Hot work shall cease 2 hours before the close of days' work

## FALL PROTECTION PLAN

- Fall protection (guard rails, warning lines, hole covers) will be used to protect workers expose to a fall hazard above 6ft. When the site condition or work process makes this impracticable, personal fall arrest system will be used.
- Toe boards and safety net will be used to protect against falling objects where applicable

## SITE SAFETY AUDIT/RECOMMENDATION

Site safety audit will be a continuous process and shall be reviewed quarterly. Hence, on resumption of work on site, a Site Safety audit shall immediately be carried-out and any or all of the following obvious recommendations made where necessary;

- Existing scaffolds, cat ladders, wood works/supports and braces replaced or fortified
- A list of Personal Protective Equipment will subsequently be made available to provide safety wears for the various categories of workers
- Fire extinguishers provided at the site offices and the respective work locations at the main building
- Safety net to be made available to provide a protective screen/shield against falling objects from the main building and other ancillary buildings
- Provision of other safety equipment such as safety belts, fall arrest systems and safety signs
- Selected trainings and routine safety drills shall be organized for specific needs and targeted to enhance and empower members of the project team on the execution of basic safety-first aids. This is to create a more safety conscious team and enhance the team's readiness to handle emergencies should they arise.



## SECTION 7

### SUBCONTRACTOR LIST

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

| SUBCONTRACTOR | TRADE                                 |
|---------------|---------------------------------------|
| TS&L          | Pavement Markings and Traffic Control |
|               |                                       |
|               |                                       |
|               |                                       |
|               |                                       |

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

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

**Or**

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

**VENDOR TO INSERT EXCEPTIONS HERE**

**SIGNED ADDENDUMS (IF APPLICABLE)**

**VENDOR TO INSERT SIGNED ADDENDUMS HERE**

# BRAZORIA COUNTY ADDENDUM NUMBER 1

## CSP# 26-49 CR 179 Bridge Repair

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED CSP PACKAGE.

This Addendum modifies the CSP# 26-49 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
2. Brazoria County information:
  - 2.1 A non-mandatory pre-bid meeting was held on Wednesday, April 29, 2026 at the Engineers Department located at 451 N. Velasco Street Angleton, Texas. The following companies were in attendance.

Premier Contractors  
TECA Construction

In addition, the pre-bid sign in sheet is posted in the project in Bonfire and labeled as 26-49 Pre-Bid Attendance Sheet.
3. All other terms and conditions of the CSP are to remain unchanged.

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

Teca Construction, LLC

LEGAL NAME OF CONTRACTING COMPANY

979-549-5832

TELEPHONE NUMBER

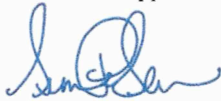
FACSIMILE NUMBER

SIGNATURE

Ramiro Hernandez / Co-owner / Partner

NAME AND TITLE PRINTED

\*Addendum approved by:



Susan P. Serrano, CPPO, CPPB  
County Purchasing Director

04/29/2026

Date

## **REFERENCES**

### **VENDOR TO INSERT**

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

## REFERENCES

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

1. Project Name: Silverlake Pavement Repairs Phase II  
Name of Government or Agency: Brazoria County  
Owners Representative: Wael Tabara  
Phone Number: 979-864-1265  
Principal Engineer: Michael Schmidt  
Phone Number: 410-463-3386
2. Project Name: Warpath Avenue Reconstruction  
Name of Government or Agency: City of Santa Fe  
Owners Representative: Billy Creppon  
Phone Number: 409-218-8656  
Principal Engineer: Steve Stacy  
Phone Number: 936-355-3440
3. Project Name: Bridge Repairs – Brinsap 2020 Package 2-2023  
Name of Government or Agency: MB Western  
Owners Representative: Rance Johnson  
Phone Number: 832-718-7144  
Principal Engineer: Gladys G. Stone  
Phone Number: 713-274-3901
4. Project Name: Paving and Drainage Rehabilitation for Millwood Sections 2 & 3  
Name of Government or Agency: Fort Bend County MUD No. 149  
Owners Representative: Phillip Gardovsky  
Phone Number: 832-490-5926  
Principal Engineer: Chad E. Hablinski  
Phone Number: 713-579-3825
5. Project Name: Emergency Repair of Culvert Bridge  
Name of Government or Agency: City of Lake Jackson  
Owners Representative: Eddie Herrera  
Phone Number: 979-482-3521  
Principal Engineer: Eddie Herrera  
Phone Number: 979-482-3521



| ITEM NO.              | SPEC NO. | DESCRIPTION                             | UNIT | QUANTITY | UNIT PRICE   | AMOUNT      |
|-----------------------|----------|-----------------------------------------|------|----------|--------------|-------------|
| GENERAL ITEMS         |          |                                         |      |          |              |             |
| 1                     | 132-7005 | EMBANK (FNL)(OC)(TY C)                  | CY   | 623      | \$49.72      | \$30,975.56 |
| 2                     | 500-7001 | MOBILIZATION                            | LS   | 1        | \$9,918.52   | \$9,918.52  |
| 3                     | 503-7001 | PORTABLE CHANEABLE MESSAGE SIGN         | DAY  | 51       | \$110.53     | \$5,637.03  |
| 4                     | 505-7001 | TMA(STATIONARY)                         | DAY  | 51       | \$326.46     | \$16,649.46 |
| PAVING ITEMS          |          |                                         |      |          |              |             |
| 5                     | 110-7001 | EXCAV(ROADWAY)                          | CY   | 535      | \$44.27      | \$23,684.45 |
| 6                     | 351-7007 | FLEXIBLE PAVEMENT STRUCTURE REPAIRS(8') | SY   | 113      | \$146.61     | \$16,566.93 |
| 7                     | 401-7001 | FLOWABLE BACKFILL                       | CY   | 117      | \$258.66     | \$30,263.22 |
| 8                     | 666-7347 | PAYMENT SLER 6                          | LF   | 136      | \$3.10       | \$421.60    |
| 9                     | 666-7411 | REFL PAV MRK I (W)6"(SLD)(100MIL)       | LF   | 68       | \$10.36      | \$704.48    |
| 10                    | 666-7423 | REFL PAV MRK I (Y)6(SLD)(100MIL)        | LF   | 68       | \$10.36      | \$704.48    |
| 11                    | 672-7004 | REFL PA MRKR TY II-A-A                  | EA   | 2        | \$277.63     | \$555.26    |
| 12                    | 678-7002 | PAV SURF PREP FOR MRK (6")              | LF   | 136      | \$4.16       | \$565.76    |
| EROSION CONTROL ITEMS |          |                                         |      |          |              |             |
| 13                    | 160-7002 | FURN & PLACE TOPSOIL (4")               | SY   | 239      | \$11.86      | \$2,834.54  |
| 14                    | 164-7001 | BROADCAST SEED (PERM*RURAL*SAND)        | SY   | 239      | \$2.04       | \$487.56    |
| 15                    | 506-7001 | ROCK FILTER DAMS (INSTALL) (TY 1)       | LF   | 99       | \$57.55      | \$5,697.45  |
| 16                    | 506-7011 | ROCK FILTER DAMS (REMOVE)               | LF   | 99       | \$23.99      | \$2,375.01  |
| TRAFFIC CONTROL ITEMS |          |                                         |      |          |              |             |
| 17                    | 502-7001 | BARRICADES, SIGNS, AND TRAFFIC HANDLING | MO   | 2        | \$1,678.82   | \$3,357.64  |
| TOTAL BASE BID        |          |                                         |      |          | \$151,398.95 |             |
| GRAND TOTAL           |          |                                         |      |          | \$151,398.95 |             |



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

**BRAZORIA COUNTY  
COMPETITIVE SEALED PROPOSAL COVER SHEET**

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

**“CSP #26-49 CR 179 BRIDGE REPAIR”**

**THURSDAY, MAY 14, 2026 at 11:00 A.M. LOCAL TIME**

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

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

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

**IF SUBMITTING AN ELECTRONIC SEALED OFFER:**

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

**USE LINK, <https://brazoriacounty.bonfirehub.com/portal/?tab=login>,**

**CLICK THE HELP BUTTON PROVIDED IN THE BONFIRE WEBSITE AS NEEDED.**

**IF SUBMITTING A HARD COPY SEALED OFFER:**

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

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

**PLEASE USE THE RETURN LABEL PROVIDED WITH THIS SOLICITATION:**

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

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

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

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

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

BRAZORIA COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any “No Offer” response, any requirement of this CSP which may have influenced your  
CSP# 26-49 CR 179 BRIDGE REPAIR

decision to “No Offer”. If your response to this CSP is a “No Offer” response, please complete the Statement of No Offer in this CSP package and submit.

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

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

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

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



---

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

Published Dates:

**Wednesday, April 15, 2026**

**Wednesday, April 22, 2026**

# BRAZORIA COUNTY CONTRACT SHEET

## THE STATE OF TEXAS COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Commissioners' Court, and \_\_\_\_\_ (hereinafter designated Vendor/Contractor).  
(company name)

### WITNESSETH:

The Vendor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for **CSP#26-49 CR 179 BRIDGE REPAIR** as stated in the Competitive Sealed Proposal Table of Contents hereto attached and made a part hereof, together with the bond (when required), vendor's response and negotiated pricing, shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

The order of precedence shall be:

- Brazoria County CSP#26-49 CR 179 BRIDGE REPAIR
- Vendor's submittal to the above listed CSP and the final accepted pricing

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

By: \_\_\_\_\_  
County Judge Signature

By: \_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
Signature of Vendor

By: \_\_\_\_\_  
Printed Name and Title

SIGNATURE REQUIRED BY  
VENDOR UPON AWARD

# COMPETITIVE SEALED PROPOSAL

## TABLE OF CONTENTS

### CSP#26-49 CR 179 BRIDGE REPAIR

All documents included in CSP# 26-49, represent components which comprise this bid/offer package and subsequent awarded executed contract. The documents shown in Exhibit A and Exhibit B are required to be submitted in your bid/offer package. ***It is the respondent's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the requirements before you return your bid/offer packet.***

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

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

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

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

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

#### Attachments to the CSP:

- Exhibit A – Required Forms
- Exhibit B – Vendor Response
- Attachment A – Bid Table
- Attachment B – Drawings
- Attachment C – Technical Specifications
- Attachment D – Affidavit of Final Payment & Retainage

# **BRAZORIA COUNTY SPECIFICATIONS / SCOPE OF WORK**

## **CSP#26-49 CR 179 BRIDGE REPAIR**

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

### **1.0 SCOPE**

This project addresses a section of asphalt roadway that was compromised by hydraulic scour, resulting in pavement undermining, loss of subgrade support, and erosion of the adjacent embankment near the bridge abutment. Work includes removal of the damaged pavement, excavation of the full extent of undermined material, and placement of flowable fill and TxDOT-approved compacted embankment to re-establish a stable foundation. The roadway will be reconstructed with new flexible pavement layers in accordance with TxDOT Standard Specifications to restore full structural capacity and serviceability.

In addition to roadway restoration, the project includes rebuilding eroded embankment slopes using suitable embankment materials placed in controlled, compacted lifts to achieve long-term stability. Disturbed areas will be regraded to re-establish proper drainage and protect against future erosion. At the bridge abutment, undermined riprap will be backfilled using flowable fill to re-support RIPRAP and eliminate pathways for future scour. Final stabilization measures including topsoil, seeding, and erosion control will be applied to all reconstructed slopes to ensure durable performance under varying hydraulic conditions.

### **2.0 TECHNICAL SPECIFICATIONS**

TxDot Specifications can be found in Attachment C – Technical Specifications

### **3.0 MAINTENANCE WARRANTY**

The contractor warrants to the Owner “County” that all materials and workmanship used in the construction of the Project will be free from defects in materials and workmanship for a period of one (1) year from the date of substantial completion of the Project. If any defect in materials or workmanship occurs during the warranty period, the Contractor shall promptly repair or replace the defective materials or workmanship at its own expense.

This warranty shall not apply to defects caused by: acts of God or other force majeure events, or any other cause, beyond the reasonable control of the Contractor.

The owner shall notify the Contractor in writing if any defects in materials or workmanship within a reasonable time after discovery of such defects. If the Contractor fails to repair or replace the defective materials or workmanship within a reasonable time after receipt of notice from the Owner, the Owner may have the defective materials or workmanship repaired or replaced at the Contractors expense.



# BRAZORIA COUNTY INSTRUCTIONS TO RESPONDENTS

## CSP#26-49 CR 179 BRIDGE REPAIR

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

### 1.0 THE CONTRACT:

The Contract consists of all documents included in this Competitive Sealed Proposal Number 26-49, as well as addenda issued prior to execution of the Contract and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may only be amended or modified under the terms of this Contract. Brazoria County may make partial or complete awards to one or more vendors (if applicable) whichever is in the best interest of the County

### 2.0 PROJECT DESCRIPTION

In accordance with Texas Government Code 2269, Brazoria County is seeking proposals for roadway scour repair, embankment restoration and riprap stabilization to the CR 179 Bridge.

Estimated Budget: \$176,129.48

Estimated Completion Time: 60 Calendar Days

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

#### Step One –

|                                                   |                           |
|---------------------------------------------------|---------------------------|
| Publicly advertised (1st Notice)                  | Wednesday, April 15, 2026 |
| Publicly advertised (2nd Notice)                  | Wednesday, April 22, 2026 |
| Deadline for Questions (Clarifications) Submitted | Friday, May 1, 2026       |
| Deadline for Addendum to be posted in Bonfire     | Thursday, May 7, 2026     |

**Response Open/Due date by 11:00 a.m. C.S.T. \_\_\_\_\_ Thursday, May 14, 2026**

#### Step Two – Interviews *(if applicable to project)*

|                                         |     |
|-----------------------------------------|-----|
| Interviews with short-listed candidates | TBD |
| Selection committee recommendation      |     |

|                                                |     |
|------------------------------------------------|-----|
| Negotiations <i>(if applicable to project)</i> | TBD |
|------------------------------------------------|-----|

Enter into negotiations with highest ranked firm

|                                                   |                        |
|---------------------------------------------------|------------------------|
| Award - Contract approval by Commissioner's Court | Tuesday, June 09, 2026 |
|---------------------------------------------------|------------------------|

### 4.0 PRE-OFFER MEETING

A pre-offer meeting will be held on Wednesday, April 29, 2026 at 2:00 p.m. at the West Annex Building, 2<sup>nd</sup> floor Engineering Department, suite 230 located at 451 N. Velasco Street, Angleton, Texas. Attendance is not mandatory in order to submit an offer; however, it is highly recommended. Interested parties are encouraged to download all of the proposal documents prior to attending the meeting.

The pre-bid meeting will have an option to attend via Microsoft Teams. The pre-bid meeting link is available on the Project Details page in Bonfire under "Important Events".

## 5.0 PROPOSAL REQUIREMENTS

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

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

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

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

#### **If submitting an CSP Hard Copy Document Submission**

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

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

## 6.0 CONTRACT AWARD / EVALUATION PROCESS

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

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

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

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

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

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

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

### **6.1 Financial Statements**

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

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

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

## 7.0 EVALUATION CRITERIA

The criteria used to evaluate the proposals shall be:

|                                                                                                                                                                                                                                                                                                            |           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Price -Price submitted in offer                                                                                                                                                                                                                                                                            | 50 points |
| Qualifications-Provide qualifications and experience your company has with similar projects. <i>(see Exhibit B – Vendor Response: Section One-Vendors General Experience and Qualifications, Section Two – Projects and Section 9- Project Schedule).</i>                                                  | 20 points |
| Proposed Personnel – Provide resumes of key personnel and list any litigations or claims against your company. <i>(see Exhibit B Vendor Response: Section Three-Contractor Key Personnel, Section Five Vendor Litigation, Claims and Reputation &amp; Compliance and Section Seven Subcontractor List)</i> | 15 points |
| Work Schedule and Record – Provide list of your company current work schedule. <i>(see Exhibit B - Vendor Response: Section Four-Contractors Current Work Schedule/Record)</i>                                                                                                                             | 15 points |

### Bonus Scoring (15 point scale)

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

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

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

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

## 8.0 PROJECT MANAGER

Name: Matt De Larosa

Department: Brazoria County Engineering

The County will maintain oversight to ensure that contractors perform in accordance with the terms, conditions and specifications of the contract.

## 9.0 REQUEST FOR CLARIFICATIONS

Any prospective respondent desiring any explanation or interpretation of the proposal must make a written request which must be received by the Purchasing Department on or before Friday, May 01, 2026. 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.

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

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

## 11.0 DISCLOSURE OF CERTAIN RELATIONSHIP

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

A person commits an offense if the person knowingly 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 proposal, as well as to:

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

## **12.0 CERTIFICATE OF INTERESTED PARTIES**

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

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

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

## **13.0 BACKGROUND CHECKS AND NON-DISCLOSURE AGREEMENTS:**

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

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

## **14.0 DISADVANTAGE BUSINESSES**

Disadvantaged businesses, particularly the State of Texas Comptroller's Office VetHUB Program, are encouraged to participate in the bid/RFP 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.

## **15.0 SYSTEM FOR AWARD MANAGEMENT (SAM)**

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

Prior to award, Brazoria County will check [www.sam.gov](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-environment-iae/iae-systems-information-kit/unique-entity-id-is-here>.

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

If the procurement is using federal funds, the awarded vendor is required to hold an active status on the SAM.gov website, applicable, <https://sam.gov/content/home>, and with the Texas Comptroller Taxable Entity website <https://mycpa.cpa.state.tx.us/coa/>.

If the procurement is using County funds, and your company is not registered on the SAM.gov website, the County is asking that your company obtain a registration. If your company has a current Unique Entity Identifier number on the SAM.gov website, the County is requesting that your company obtain a registration.

## **16.0 CONTRACT TERM**

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

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

## **17.0 PREVAILING WAGE RATES**

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

Current prevailing wage rates are incorporated in the Contract documents.

## **18.0 CHANGE ORDERS**

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

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

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

## **19.0 FINAL INSPECTION**

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

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

## **20.0 PAYMENTS TO VENDOR:**

### **20.1 Retainage**

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

## **20.2 Final Payment**

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

## **21.0 INSURANCE REQUIREMENTS**

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

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

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

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

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

### **WAIVER OF SUBROGATION:**

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

### **ADDITIONALLY INSURED:**

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

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

### **POLLUTION LIABILITY**

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

## **22.0 INCLEMENT WEATHER:**

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

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

## **23.0 LIQUIDATED DAMAGES, TERMINATION AND DELAYS**

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

### **23.2 Excusable Delays.**

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

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

Provided, however, the Vendor shall promptly notify Brazoria County Project Manager within ten (10) days in writing of the cause of any delay. Upon receipt of such notification, the Brazoria County Project Manager shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is determined by the Brazoria County Project Manager to be excusable, Brazoria County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay. Any delay by the Vendor in not notifying the Brazoria County Project Manager shall not be excused.



# **BRAZORIA COUNTY BID TABLE SUBMITTAL INSTRUCTIONS**

**CSP#26-49 CR 179 BRIDGE REPAIR**

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

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

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

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

## **2.0 HARD COPY PROPOSAL SUBMISSION**

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

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

# BRAZORIA COUNTY STATEMENT OF NO OFFER

## CSP#26-49 CR 179 BRIDGE REPAIR

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

Mail the form to:

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

Or email to: [aerickson@brazoriacountytx.gov](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 CSP.
- ☐ Our schedule would not permit us to perform.
- ☐ Cannot meet insurance requirements.

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# **BRAZORIA COUNTY**

## **STANDARD TERMS AND CONDITIONS**

1. **FUNDING:** Funds for payment have been provided through the Brazoria County budget approved by the Commissioners Court for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Brazoria County fiscal year shall be subject to budget approval.
2. **DELIVERY:** Items ordered from this offer may require delivery to various locations throughout Brazoria County, as specified in this offer or at time of order. All delivery and freight charges (F.O.B. Brazoria County designated location) are to be included in the offer price except as noted herein.
3. **AWARD OF CONTRACT:** Brazoria County reserves the right to reject any or all offers, and to select any part or parts thereof without accepting the entire offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Brazoria County may purchase through the source that provides the best value to the County. The successful Respondent will be notified of award as promptly as a thorough analysis of offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply payment and performance bonds and certificate of insurance as may be required herein.
  - 3.1 Brazoria County hereby notifies Respondents that pursuant to Texas Local Government Code §262.0276 (effective September 1, 2003) Brazoria County is prohibited from entering into a contract or other transaction which requires approval by the Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited corporation or other entity which is indebted to the County. Further, that this Contract may be terminated and payment withheld if awarded Respondent becomes indebted to the County during the term of the Contract.
4. **EQUAL EMPLOYMENT:** All contracts will be awarded by Brazoria County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.
5. **CONTRACT:** The Contract consists of the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, all well as all other documents included in the Competitive Sealed Proposal Number 26-49 as stated in the Competitive Sealed Proposal Package Checklist, and any drawings and other specifications, as well as addenda issued prior to execution of the Contract, other documents listed in the Contract, and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. No invoices will be paid prior to acceptance of Contract by Brazoria County. No different or additional terms will become a part of this Contract, except as agreed upon by all parties hereto.
6. **INTERLOCAL PARTICIPATION:** It is hereby made a precondition of any offer for a Contract for supplies or services and a part of these specifications, that the submission of any offer in response to this request constitutes a offer made under the same conditions, for the same price, and for the same effective period as this offer, to any other governmental entity having an interlocal agreement with Brazoria County.
  - 6.1 It is further understood, that any other governmental entity that elects to use a Brazoria County semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.
7. **DEFAULT OF RESPONDENT:** If successful respondent defaults by failing to supply payment and performance bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next respondent who provides the best value to Brazoria County upon the approval of Commissioners' Court.
  - 7.1 Respondent, in submitting this offer, agrees that Brazoria County shall not be liable for damages in the event that the County declares the respondent in default.
8. **ADDENDA:** Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazoria County Purchasing Director. Addenda will be mailed to all that are known to have received a copy of the offer package and/or Contract. Respondents shall acknowledge receipt of all addenda.
9. **SALES TAX:** Brazoria County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.
10. **ETHICAL CONDUCT:** The respondent shall not offer or accept gifts or anything of value, nor enter into any business arrangement with any employee, official, or Director of Brazoria County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**20. TERMINATION OF CONTRACT:**

Termination with Cause:

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

Termination Without Cause:

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

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

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

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

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

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

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

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

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

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

**28. ASSIGNMENT:** Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Brazoria County.

**29. GOVERNING LAW:** Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazoria County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. All disputes arising out of this agreement will be resolved in Brazoria County, Texas.

All documents are subject to the Public Information Act requirements.

**30. DRAWINGS:** All drawings, plans, and specifications are hereby attached and made a part of this Contract.

**31. RIGHT TO AUDIT:** At any time during the term of this Contract and for a period of four (4) years thereafter, the State of Texas, Brazoria County, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful respondent's expense within two (2) weeks of written request.

**32. BID BOND:** If required by the County, all respondents must submit with bid, a Bid Bond for at least five percent (5%) of the total bid price, if the bid exceeds \$100,000 in Contract price or if the Contract includes construction of public work. Such Bid Bond issued by a surety, acceptable to Brazoria County, authorized to do business in the State of Texas, is a guaranty that the respondent will enter into a contract with Brazoria County (as outlined in the Instructions/Specifications/Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required.

**33. PERFORMANCE AND PAYMENT BONDS:** In the event the total accepted proposal price exceeds \$25,000 the successful respondent must provide to the office of the County Purchasing Director, a payment bond, and if the price exceeds \$100,000 the successful respondent must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award.

Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the respondent. In the event Brazoria County rejects the proposed surety company, the respondent will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County.

**34. APPLICABLE LAW:** All applicable laws and regulations of the State of Texas and ordinances and regulations of Brazoria County shall apply.

**35. COMPLIANCE WITH APPLICABLE LAWS:** Respondent shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by respondent hereunder or which in any manner affect this Contract.

**36. FORCE MAJEURE:** Neither the County nor the successful respondent shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

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

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

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

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

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

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

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

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

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

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

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

**46. DISCLOSURE OF INTERESTED PARTIES FORM 1295:** A person or business, who enters into a contract with the County, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. A contract entered into by a governmental entity is voidable for failure to provide the disclosure of interested parties if the entity submits written notice to the business entity of the failure to submit the form and the business entity has not provided the form on, or before, the 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 CSP. The information contained herein is not intended to be restrictive and the County will consider alternate offers submitted by respondent. Alternate offers shall be clearly marked with the proposed alternates and or exceptions to the Specifications/Statement of Work and shall include all pricing/cost advantages if applicable. Respondents are expected to include any additional requirements that may have been inadvertently left out of the attached Specifications/Statement of Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **CSP Hard Copy Document Completion**

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

### **Exceptions**

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

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

### **Public Information Act**

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

### **Late Offer - Electronic Submissions**

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

### **Late Offer – Hard Copy Submissions**

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

### **Altering Submissions - Electronic**

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

### **Altering Submissions – Hard Copy**

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

### **Substitutions to Offer**

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

### **Withdrawal of Offer**

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

### **Descriptions**

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

### **Terms of Payment**

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

### **Pricing / Delivery**

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

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

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

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

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

### **Personnel**

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

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

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

### **Legal Documents**

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

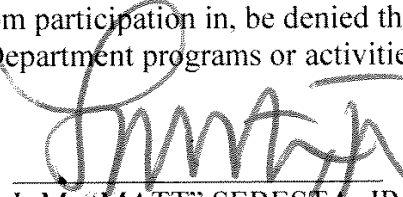
### **Contract Obligations**

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

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

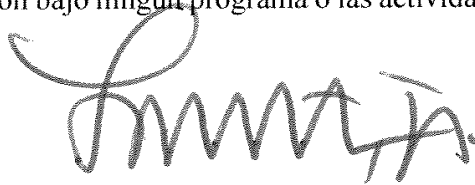
**Title VI and Related Statutes  
Nondiscrimination Statement**

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

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

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

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

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

## PREVAILING WAGE RATES

"General Decision Number: TX20260299 01/02/2026

Superseded General Decision Number: TX20250299

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

### HIGHWAY CONSTRUCTION PROJECTS

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/02/2026       |

SATX2025-013 11/15/2023

|                                                                       | Rates    | Fringes |
|-----------------------------------------------------------------------|----------|---------|
| Asphalt Distributor Operator.....                                     | \$ 23.26 | 0.00    |
| Asphalt Paving Machine<br>Operator.....                               | \$ 22.67 | 0.00    |
| Asphalt Raker.....                                                    | \$ 20.41 | 0.00    |
| Broom or Sweeper Operator.....                                        | \$ 17.63 | 0.00    |
| Concrete Finisher, Paving and<br>Structures.....                      | \$ 20.79 | 0.00    |
| Concrete Pavement Finishing<br>Machine Operator.....                  | \$ 22.18 | 0.00    |
| Concrete Paving, Curing,<br>Float, Texturing Machine<br>Operator..... | \$ 22.62 | 0.00    |
| Concrete Saw Operator.....                                            | \$ 21.57 | 0.00    |
| Crane Operator, Hydraulic 80<br>tons or less.....                     | \$ 24.75 | 0.00    |

|                                                      |          |      |
|------------------------------------------------------|----------|------|
| Crane Operator, Lattice Boom<br>80 Tons or Less..... | \$ 25.74 | 0.00 |
| Crane Operator, Lattice Boom<br>Over 80 Tons.....    | \$ 23.85 | 0.00 |
| Crawler Tractor Operator.....                        | \$ 20.33 | 0.00 |
| Electrician.....                                     | \$ 31.46 | 0.00 |
| Excavator Operator, 50,000<br>pounds or less.....    | \$ 21.53 | 0.00 |
| Excavator Operator, Over<br>50,000 pounds.....       | \$ 22.24 | 0.00 |
| Flagger.....                                         | \$ 16.63 | 0.00 |
| Form Builder/Setter,<br>Structures.....              | \$ 19.93 | 0.00 |
| Form Setter, Paving & Curb.....                      | \$ 19.32 | 0.00 |
| Foundation Drill Operator,<br>Crawler Mounted.....   | \$ 22.25 | 0.00 |
| Foundation Drill Operator,<br>Truck Mounted.....     | \$ 26.04 | 0.00 |
| Front End Loader Operator, 3<br>CY or Less.....      | \$ 19.72 | 0.00 |
| Front End Loader Operator,<br>Over 3 CY.....         | \$ 20.34 | 0.00 |
| Laborer, Common.....                                 | \$ 17.12 | 0.00 |
| Laborer, Utility.....                                | \$ 19.11 | 0.00 |
| Loader/Backhoe Operator.....                         | \$ 21.37 | 0.00 |
| Mechanic.....                                        | \$ 23.38 | 0.00 |
| Milling Machine Operator.....                        | \$ 21.65 | 0.00 |
| Motor Grader Operator, Fine<br>Grade.....            | \$ 23.91 | 0.00 |

|                                                             |          |      |
|-------------------------------------------------------------|----------|------|
| Motor Grader Operator, Rough.....                           | \$ 21.20 | 0.00 |
| Off Road Hauler.....                                        | \$ 17.12 | 0.00 |
| Painter, Structures.....                                    | \$ 26.40 | 0.00 |
| Pavement Marking Machine<br>Operator.....                   | \$ 17.12 | 0.00 |
| Piledriver.....                                             | \$ 21.48 | 0.00 |
| Pipelayer.....                                              | \$ 20.03 | 0.00 |
| Reinforcing Steel Worker.....                               | \$ 22.34 | 0.00 |
| Roller Operator, Asphalt.....                               | \$ 19.79 | 0.00 |
| Roller Operator, Other.....                                 | \$ 18.93 | 0.00 |
| Servicer.....                                               | \$ 20.33 | 0.00 |
| Spreader Box Operator.....                                  | \$ 17.84 | 0.00 |
| Structural Steel Worker.....                                | \$ 22.64 | 0.00 |
| Truck Driver Lowboy Float.....                              | \$ 25.94 | 0.00 |
| Truck Driver, Single Axle.....                              | \$ 21.93 | 0.00 |
| Truck Driver, Single or<br>Tandem Axle Dump Truck.....      | \$ 18.60 | 0.00 |
| Truck Driver, Tandem Axle<br>Tractor with Semi Trailer..... | \$ 20.17 | 0.00 |
| Welder.....                                                 | \$ 20.97 | 0.00 |
| Work Zone Barricade Servicer.....                           | \$ 17.37 | 0.00 |
| -----                                                       |          |      |

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

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Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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

supplemental classification rate.

### Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

### Survey Rate Identifiers

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

prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

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

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

Branch of Wage Surveys  
Wage and Hour Division

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

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

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

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END OF GENERAL DECISION

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# BRAZORIA COUNTY INSURANCE REQUIREMENTS

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

**INSURANCE:** Prior to acceptance of contract by Brazoria County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

**A. FOR CONSTRUCTION WORK CONTRACTS, THE FOLLOWING COVERAGES ARE REQUIRED:**

1. Statutory workers compensation in accordance with the State of Texas requirements.
2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

| COVERAGE                          | PER OCCURRENCE |
|-----------------------------------|----------------|
| a. Premises and product liability | \$3,000,000    |
| a. Aggregate policy limits        | \$3,000,000    |

3. Comprehensive automobile and truck liability insurance (covering owned, hired and non-owned vehicles):

| COVERAGE                           | PER OCCURRENCE |
|------------------------------------|----------------|
| a. Bodily injury (including death) | \$3,000,000    |
| b. Property damage                 | \$3,000,000    |

Insurance certificates and policy endorsements shall include agreements to hold Commissioners Court of Brazoria County and Brazoria County, Texas harmless; i.e., shall include coverage for “Hold Harmless Agreement”.

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Director of Brazoria County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of Brazoria County thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas.

Neither approval by Brazoria County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

No additional payment shall be made for any insurance that the successful bidder may be required to carry.

Certificate Holder information shall be as follows:

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

## **BRAZORIA COUNTY BID BOND INFORMATION AND REQUIREMENTS**

The following requirements supersede other requirements where applicable.

**BID BOND:** All respondents must submit with bid/proposal, a bid bond for at least five percent (5%) of the total bid/proposal price for this construction of a public work project. A Bid Bond shall be issued by a surety acceptable to Brazoria County, authorized to do business in the State of Texas, as a guaranty that the respondent will enter into a contract with Brazoria County (as outlined in the Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required.

If submitting to this Bid/Offer electronically, an original (paper, not electronic) bid bond is required to be mailed to the Purchasing Department within three (3) business days *of receipt of the Intent to Award letter* and a copy of the original bid bond shall be submitted with the electronic Bid/Offer response. Please use the label found on the last page of the CSP procurement package, as well as the hard copy mailing address found in the same procurement package. If submitting to this Bid/Offer through hard copy format (not electronically), the original bid bond must be included in the Bid/Offer response.

A guaranty shall be submitted with each bid that the bidder will enter into a contract with Brazoria County for the goods and/or services as outlined in the Specifications, Scope of Work and contract attachments and that respondent will furnish the requisite performance and payment bonds as may be required within ten (10) days after award of the contract and receipt of contract and performance bond forms.

Performance bond and payment bond shall be in a sum equal to the amount of money to be paid by the County under the contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the State of Texas.

Written verification of the validity of the bond shall be received by the Purchasing Department from the Contractor's Surety before any payments will be made.

## **BRAZORIA COUNTY PERFORMANCE BOND INFORMATION AND REQUIREMENTS**

The following requirements supersede other requirements where applicable.

**PERFORMANCE BOND:** As designated below, the successful respondent must provide a performance bond, in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bond shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the respondent. In the event Brazoria County rejects the proposed surety company, the respondent will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County.

  X   PERFORMANCE BOND REQUIRED WHEN BID/PROPOSAL EXCEEDS \$100,000  
AND IS FOR PUBLIC WORK.

       PERFORMANCE BOND REQUIRED WHEN BID/PROPOSAL EXCEEDS \$50,000.00 AND IS REQUIRED BY  
BRAZORIA COUNTY.

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If the performance bond and related documents are not returned to the Brazoria County Purchasing Department, 237 E. Locust, Suite 406, Angleton, Texas 77515 within ten (10) days of award, Brazoria County has the right to render the award ineffective.

Written verification of the validity of the bond shall be received by the Purchasing Department from the Contractor's Surety before any payments will be made.



## **BRAZORIA COUNTY PAYMENT BOND INFORMATION AND REQUIREMENTS**

The following requirements supersede other requirements where applicable.

**PAYMENT BOND:** In the event the total accepted bid/proposal price exceeds \$25,000 the successful respondent must provide to the office of the County Purchasing Director, a payment bond in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bond shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the respondent. In the event Brazoria County rejects the proposed surety company, the respondent will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County.

  X              PAYMENT BOND REQUIRED WHEN BID/PROPOSAL EXCEEDS \$25,000 AND IS FOR PUBLIC WORKS.

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If the payment bond and related documents are not returned to the Brazoria County Purchasing Department, 237 E. Locust, Suite 406, Angleton, Texas 77515 within ten (10) days of award, Brazoria County has the right to render the award ineffective.

Written verification of the validity of the bond shall be received by the Purchasing Department from the Contractor's Surety before any payments will be made.

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

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

**OFFICE USE ONLY**

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

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

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

| 4<br>Name of Interested Party | City, State, Country<br>(place of business) | Nature of Interest (check applicable) |              |
|-------------------------------|---------------------------------------------|---------------------------------------|--------------|
|                               |                                             | Controlling                           | Intermediary |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |

5 Check only if there is NO Interested Party. ☐

**6 UNSWORN DECLARATION**

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

My address is \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country).

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

# TEXAS ETHICS COMMISSION RULES

## CHAPTER 46. DISCLOSURE OF INTERESTED PARTIES

### § 46.1. Application

- (a) This chapter applies to section 2252.908 of the Government Code
- (b) Section 2252.908 of the Government Code applies only to a contract of a governmental entity or state agency entered into after December 31, 2015, that meets either of the following conditions:
  - (1) the contract requires an action or vote by the governing body of the entity or agency; or
  - (2) The value of the contract is at least \$1 million.
- (c) A contract does not require an action or vote by the governing body of a governmental entity or state agency if:
  - (1) the governing body has legal authority to delegate to its staff the authority to execute the contract
  - (2) The governing body has delegated to its staff the authority to execute the contract; and
  - (3) The governing body does not participate in the selection of the business entity with which the contract is entered into.

### § 46.3. Definitions

- (a) “Contract” means a contract between a governmental entity or state agency and a business entity at the time it is voted on by the governing body or at the time it binds the governmental entity or state agency, whichever is earlier, and includes an amended, extended, or renewed contract.
- (b) “Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.
- (c) “Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.
- (d) “Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.
- (e) “Intermediary,” for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
  - (1) receives compensation from the business entity for the person’s participation;
  - (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
  - (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.
- (f) “Signed” includes any symbol executed or adopted by a person with present intention to authenticate a writing, including an electronic signature.
- (g) “Value” of a contract is based on the amount of consideration received or to be received by the business entity from the governmental entity or state agency under the contract.

§ 46.4. Changes to Contracts (new rule effective January 1, 2017)

(a) Section 2252.908 of the Government Code does not apply to a change made to an existing contract, including an amendment, change order, or extension of a contract, except as provided by subsections (b) or (c) of this section.

(b) Section 2252.908 of the Government Code applies to a change made to an existing contract, including an amendment, change order, or extension of a contract, if a disclosure of interested parties form was not filed for the existing contract; and either:

- (1) the changed contract requires an action or vote by the governing body of the entity or agency;  
or
- (2) the value of the changed contract is at least \$1 million.

(c) Section 2252.908 of the Government Code applies to a change made to an existing contract, including an amendment, change order, or extension of a contract, if the business entity submitted a disclosure of interested parties form to the governmental entity or state agency that is a party to the existing contract; and either:

- (1) there is a change to the disclosure of interested parties; or
- (2) the changed contract requires an action or vote by the governing body of the entity or agency;  
or
- (3) the value of the changed contract is at least \$1 million greater than the value of the existing contract.

§ 46.5. Disclosure of Interested Parties Form

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

- (1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;
- (2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;
- (3) The name of each interested party and the city, state, and country of the place of business of each interested party;
- (4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the services, goods, or other property used by the governmental entity or state agency provided under the contract; and
- (5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed.

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the governmental entity or state agency receives the disclosure.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

**\*\*Note:** . A contract entered into by a governmental entity is voidable for failure to provide the disclosure of interested parties if the entity submits written notice to the business entity of the failure to submit the form and the business entity has not provided the form on, or before, the 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**

**COMPETITIVE SEALED PROPOSAL (CSP)**

|                         |                        |
|-------------------------|------------------------|
| <b>CSP#:</b>            | 26-49                  |
| <b>OPENING DATE:</b>    | THURSDAY, MAY 14, 2026 |
| <b>OPENING TIME:</b>    | 11:00 A.M. LOCAL TIME  |
| <b>CSP DESCRIPTION:</b> | CR 179 BRIDGE REPAIR   |

**RETURN OFFER TO:      PHYSICAL ADDRESS:**

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

***DATED MATERIAL – DELIVER IMMEDIATELY***

**PLEASE CUT OUT AND AFFIX THE CSP LABEL ABOVE TO THE OUTER  
MOST ENVELOPE OF YOUR RESPONSE TO HELP ENSURE PROPER  
DELIVERY!**

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