

PURCHASING DEPARTMENT

Brazoria County Courthouse West Annex
451 N. Velasco St., Suite 100
Angleton, TX 77515
(979) 864-1825



SUSAN P. SERRANO, C.T.P.M., C.T.C.M.

Purchasing Director

December 19, 2023

Baxter & Woodman, Inc.
Attn.: Miles Fabian
11450 Compaq Center West Dr. Suite 660
Houston, TX 77070
Sent via Email: mfabian@baxterwoodman.com

RE: RFSQ# 23-59 Design Services for Improvement to the Water Treatment Plant at the Sheriff's Office

Dear Mr. Fabian:

Brazoria County is pleased to inform you that on December 12, 2023, Commissioners' Court awarded your firm Baxter & Woodman, Inc., the above referenced project.

The term of this contract shall begin upon the date stated in the notice to proceed and continue until completion of the project as stated in your bid submittal.

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

Per the new requirements for submission of the Certificate of Interested Parties, Form 1295, vendors are required to log onto the Texas Ethics Commission's website 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.

As a reminder, a copy of the required current certificate of insurance shall be due to Brazoria County. 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.

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 blue ink, appearing to read "Susan P. Serrano".

Susan P. Serrano, C.T.P.M., C.T.C.M.
Brazoria County Purchasing Director



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.11.

12/12/2023

Award RFSQ #23-59 Design Services for Improvements to the Water Treatment Plant at the Sheriff's Office

Upon the recommendation of the evaluation committee and final review by the District Attorney's Office, award "RFSQ #23-59 Design Services for Improvements to the Water Treatment Plant at the Sheriff's Office" to the highest ranked firm, Baxter & Woodman, Inc., of Houston, Texas, who submitted a negotiated offer for a not to exceed amount of \$502,311.00.

Funding for the project is provided by the American Rescue Plan Act (ARPA), Assistance Listing Number 21.027.

Further, that the County Judge be authorized to sign any and all documents required to execute the agreement.

RFSQ#23-59 AWARD SUMMARY

A total of seven hundred and sixty-four (764) vendors were notified of our solicitation which was posted in our Bonfire electronic procurement portal as well as advertised in The Facts and the Electronic State Business Daily (EBSB) website. There were fifty-four (54) document takers resulting in three (3) submissions.

Upon review of the submissions received, at the recommendation of the evaluation committee, award "RFSQ#23-59 Design Services for Improvements to the Water Treatment Plant for the Sheriff's Office" to Baxter & Woodman, Inc., of Houston, Texas, who submitted a negotiated offer in the not to exceed amount of \$502,311.00 per our specifications and scope of work.

Further, the evaluation committee determined that the Preliminary Engineering Report would need to be completed before additional design services begin, in order to obtain a cost estimate for the construction. The preliminary engineering design work will cost \$62,634.00.

Funding for the project will utilize ARPA funds.

Evaluation Committee Members:

Judge L.M. "Matt" Sebesta, Jr., County Judge
Ian Patin, Sheriff's Office Chief Deputy
Chad Jones, Sheriff's Office
Matt Hanks or designee, County Engineers Office
Gerald Hendrick, Facilities Management
Susan Serrano, Purchasing Designee (non-voting)

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Agreement for professional services (“Agreement”) is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the “County” and Baxter & Woodman, Inc., of Houston, Texas, an Illinois Company, hereinafter referred to as “Consultant”.

RECITALS

The County intends to design improvements for a water treatment plant for the Sheriff’s Office, hereinafter called the “Project”

The County desires that Consultant perform certain professional engineering and related services, as described in Exhibit A, in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

TERMS

*Article 1
Scope of Agreement*

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

*Article 2
Character and Extent of Services*

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant’s proposal attached hereto as **Exhibit “A.”** County and Consultant may agree to amend this contract. All amendments to this contract will be added as **“Exhibit F-”** (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant’s competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully, timely, and properly render professional services for the development of the Project to final

completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

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

*Article 3
Time for Performance*

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit “A”** or as further modified in **Exhibit “F-*. ”** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

*Article 4
Consultant Compensation*

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit “A”** or as further modified in **Exhibit “F-*. ”**

*Article 5
Time of Payment*

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the County Engineer, setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant’s hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by the County Engineer and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant’s statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

*Article 6
Compliance Standards*

6.01 The Consultant agrees to perform the work hereunder in accordance with County’s road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable

thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

*Article 7
Procurement, Suspension and Debarment*

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

*Article 8
Ownership of Documents, Copyright*

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducibles, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

*Article 9
Public Contact*

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

Article 10
Consultant's Insurance Requirements

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article 11
Indemnification

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES RECOVERABLE UNDER APPLICABLE LAW CAUSED BY THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANT'S DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

Article 12
Dispute Resolution

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

*Article 13
Termination*

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

*Article 14
Notice*

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

County:

Brazoria County Engineer
451 N. Velasco, Suite 230
Angleton, Texas 77515
ATTN: Matthew Hanks, JD, PE
Email: matth@brazoriacountytx.gov
Phone: 979-864-1265

Consultant:

Baxter & Woodman, Inc.
11450 Compaq Center West Drive, Suite 660
Houston, Texas
ATTN: Miles Fabian, PE
Email: mfabian@baxterwoodman.com
Phone: 281-350-7027

14.02 Such notice shall be deemed given upon receipt of hand-delivery or, if mailed, three days after the date of deposit of the notice in the United States mail as aforesaid.

Article 15
Successors and Assigns

15.01 Neither the County nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Article 16
Applicable Law

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

Article 17
Modifications

17.01 This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

Article 18
Authority of County Engineer

18.01 The County Engineer shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. His decision shall be final. It is mutually agreed by both parties that the County Engineer shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto. But, nothing contained in this Article shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

Article 19
Severability

19.01 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article 20
Merger

20.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Article 21
Boycott Verification

21.01 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.

By signing this contract consultant agrees to the following:

- (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

21.02 All requirements of Subtitle A, Title 8 Government Code Chapter 808, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

21.03 Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of this subchapter.

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

- Exhibit A Scope of Work, Fee Schedule and Project Schedule
- Exhibit B County's minimum insurance requirements
- Exhibit C Compliance with Laws
- Exhibit D Certificate of Interested Parties
- Exhibit E Conflict of Interest Disclosure
- Exhibit F Contract Amendments (As Needed)

Article 23
Execution


23.01 The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court of Brazoria County, Texas, so authorizing. This Agreement shall not become effective until executed by all Parties hereto.

Brazoria County, Texas

Baxter & Woodman, Inc.

an Illinois company

By:  _____

By:  _____

L.M. (Matt) Sebesta, Jr

Name: Michael A. Kurzy

County Judge

Title: Executive Vice President

Date: 01/11/24

Date: 12/22/23

EXHIBIT "A"
SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE

INSERT PROPOSAL AND SCHEDULE

December 4, 2023

Ms. Susan P. Serrano, C.T.P.M., C.T.C.M
Purchasing Director
Brazoria County Courthouse West Annex
451 N. Velasco St., Suite 100
Angleton, Texas 77515

Subject: Proposal for Engineering Design and Construction Phase Services for the Brazoria County Sheriff's Office Water Plant Improvements – RFSQ #23-59

Dear Ms. Serrano:

Baxter & Woodman, Inc. is pleased to provide a proposal for engineering services associated with the Brazoria County Sheriff's Office Water Plant Improvements. We understand the goal for this project is to upgrade and expand the plant to meet the needs of the current and future demands. This proposal is based on information provided by Brazoria County (the "County") in the RFSQ process as well as the general scope of services listed in Baxter & Woodman's SOQ. An overview of the project and scope of services are outlined below:

1. WORK OVERVIEW

A. Current Facility

The Brazoria County Sheriff's Office Detention Center is located at 3602 County Road 45, Angleton, Texas 77515. The Water Plant (the "Plant") serves as the sole source of water for this facility and serves both staff and inmates. The Plant contains a 750,000-gallon concrete ground storage tank (GST), a 20,000-gallon pressure tank, a 700 gallons per minute (gpm) primary water well, a 260-gpm backup water well, an aeration tower, a pump building with two (2) booster pumps, an arsenic removal system, chemical storage tanks and associated feed pumps, a fire pump room, and an emergency generator. On average, the Plant pumps roughly 125,000 gallons per day.

B. Proposed Expansion

Based on information provided at the pre-offer meeting as well as the information listed in the RFSQ, proposed expansion to the facility includes the addition of 500 beds and a training facility. The Plant expansion shall be designed to accommodate the additional demand to the facility. Expected improvements to the Plant include:

- 1) Replacement of the ground storage tank with new storage facilities
- 2) Replacement of the aeration tower
- 3) Additional booster pump capacity
 - a) Includes expansion of the existing booster pump control building
- 4) Additional arsenic removal capacity

- a) Includes relocation of the arsenic removal process to upstream of the storage tank. Options will be evaluated and recommended as part of the Preliminary Engineering Report
- 5) New generator for emergency power to the main components
- 6) Instrumentation and controls for automated arsenic readings, including critical alarms

Additional improvements to the items listed above expected by the Client shall be identified prior to completion of the Preliminary Engineering Report (PER). Improvements beyond the items listed above or included as considerations in the PER are not included in this proposal and may be subject to an additional services fee to be negotiated separately.

2. SCOPE OF SERVICES

A. Preliminary Design Phase Services

1) Data Collection - Design Kick-off Meeting with County

- a) Review any additional information provided by County staff not relayed during pre-offer meeting

2) Preliminary Engineering Report

Develop a report for submission to the Texas Commission on Environmental Quality (TCEQ) to include the following considerations:

- a) Review and confirm TCEQ, EPA, and Texas Commission on Jail Standards (TCJS) requirements for water treatment plant expansions and capacities of treatment processes
- b) Ensure water plant has capacity to serve existing facilities with adequate water supply and capacity to meet future facility expansion
- c) Removal of the existing ground storage tank in favor of an elevated storage tank
- d) Options for emergency power
- e) Analyze alternative arsenic treatment processes compared to expansion of the existing arsenic treatment process. Provide a recommendation for the arsenic treatment method to be incorporated in the final design. Specific removal techniques to be evaluated include:
 - i. Reverse Osmosis Membranes
 - ii. Adsorptive Media Systems
 - iii. Coagulation/Filtration Systems
 - iv. Existing Media System
- f) SCADA and Automation recommendations for operational flexibility
- g) Opinion of Probable Construction Cost for the recommended approach

B. Project Management

1) Monthly Project Meetings

- a) Prepare Meeting Agenda, Meeting Minutes, and Action Items for up to fourteen (14) months

2) Agency Coordination

- a) Coordination with necessary agencies
- b) Submission of required documentation to agencies for approval, including final documents

3) Quality Assurance/Quality Control

- a) Perform QA/QC and constructability reviews at the following design milestones:
 - i. 60% Design Milestone
 - ii. 90% Design Milestone

4) Coordination with Additional Design Engineers

- a) Coordinate with other design engineers for additional CIP projects taking place at the site

C. Design Phase Services

1) Geotechnical Engineering

- a) Conduct subsurface drilling with core profiles and bearing capacities
- b) Provide design recommendations for the subsurface of each structure, including foundation design and backfill recommendations

2) Surveying

- a) Conduct topographic site survey to include footprint of existing structures, fences, landscaping, drainage structures, piping, and site topography on a 50' x 50' grid, including adjacent or surrounding areas that may be utilized for new components or the location of temporary structures for treatment processes during construction
- b) Prepare a boundary survey of the plant site

3) Construction Plans

- a) Prepare and submit for County review detailed construction plans at 30%, 60%, 90% and 100% review milestones
- b) Submit 100% signed and sealed plans for County signature
- c) Submit plans for TCEQ and other applicable agency approvals.
- d) Distribute final approved plans to the County for bidding

4) Cost Estimates

- a) Submit for review detailed construction cost estimates at 60%, 90%, and 100% design milestones

5) Project Manual

- a) Prepare and submit for County review project manual documents including bid form, technical specifications, and contract documents at 60%, 90% and 100% review milestones
- b) Submit final signed and sealed project manual for County approval
- c) Submit project manual for TCEQ and other applicable agency approvals
- d) Distribute final approved project manual to the County for bidding

6) Final Engineering Design Report

- a) Provide a Final Engineering Design Report with 100% Submittal

D. Bid Phase Services

1) Advertising - Advertisement shall be the responsibility of the County. Baxter & Woodman will provide Notice to Bidders and list of bid items in a format appropriate for the County's bid system.

- a) Respond to questions during advertisement
- b) Prepare conformed project manual and drawings per addenda

2) Bidding

- a) Assist in bid evaluation
- b) Prepare bid tabulation

3) Project Award

- a) Prepare Recommendation of Award Letter with engineer's recommendation in writing to the County
- b) Attend County meeting and present the recommendation for award of a Contract for construction (if necessary)

4) Final Plans and Project Manuals

- a) Produce and transmit to the selected Contractor four (4) sets of plans and project manuals in hard copy, and one electronic format copy to the Project Manager, in a format ready for execution with the County

E. Construction Phase Services

1) Construction Administration

- a) Attend pre-construction meeting to provide information and answer questions
- b) Attend up to twenty-four (24) specialty site visits with Construction Manager and Contractor to ensure conformance with contract documents
- c) Review and respond to submittals, RFIs and RFPs including coordination with the Construction Manager for any Change Orders

- d) Attend factory witness testing as required (up to three (3) factory site visits)
- e) Coordination of start-up phase services with Programmer and Contractor as necessary
- f) Assist in final construction walk-through and develop punch list
- g) Review Contractor's As-Built redlines and provide comments
- h) Complete Record Drawings in a reproduceable, electronic format
- i) Conduct one-year warranty review and prepare necessary list of deficiency items, including project close-out documentation

The scope of engineering services does not include any property abstracting, easement preparation or creation, recording of easements, land acquisition services, platting services, wetland delineation, environmental studies, historical site studies, endangered species studies or any other site-specific studies. Any adjustments due to unforeseen sight conditions discovered after final design has commenced are not included. If any studies or adjustments to the site due to unforeseen conditions are required, a written proposal will be submitted. Additionally, this scope does not include preparation of an arsenic removal pilot study for submission to the TCEQ. If it is determined the scope of modifications to the arsenic removal treatment process requires a pilot study, a separate proposal will be provided for this service. We anticipate confirming during the Preliminary Engineering phase what changes would trigger the requirement for a pilot study to be performed and approved by the TCEQ.

3. ENGINEERING FEE - Baxter & Woodman shall be compensated for the services provided as outlined below:

ITEM	TASK	FEE	PROFIT (10%)	TOTAL FEE
A	Preliminary Design	\$56,940.00	\$5,694.00	\$62,634.00
	TOTAL	\$56,940.00	\$5,694.00	\$62,634.00

Tasks B through F shall only be performed upon written authorization from the County after review and acceptance of the Preliminary Design phase. Authorized tasks will be performed for the fees as outlined below:

ITEM	TASK	FEE	PROFIT (10%)	TOTAL FEE
B	Project Management	\$47,180.00	\$4,718.00	\$51,898.00
C	Design Phase	\$316,910.00	\$31,691.00	\$348,601.00
D	Bid Phase	\$9,860.00	\$986.00	\$10,846.00
E	Construction Phase*	\$78,560.00	\$7,856.00	\$86,416.00
F	Reimbursable Expenses*	\$4,550.00	\$-	\$4,550.00
	TOTAL	\$457,060.00	\$45,251.00	\$502,311.00

*Fees for Construction Phase Services and Reimbursable Expenses are estimated and will be billed hourly for time and materials.

Should professional engineering services beyond those outlined in this Proposal become necessary due to unforeseen circumstances or changes in the scope of work directed by the County, we will request approval of additional fees as appropriate before proceeding with any additional work.

4. ATTACHMENTS

A. Level of Effort (Man Hour Breakdown)

The Owner shall pay Baxter & Woodman for the preliminary design services performed or furnished an amount of \$62,634.00. Additionally, if authorized to proceed with the Tasks B through F, the Owner shall pay Baxter & Woodman for the services performed or furnished an amount of \$502,311.00.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS
TBPELS REGISTRATION NO. F21783



J.T. 'Tom' Matkin, PE
Vice President

BRAZORIA COUNTY COURTHOUSE WEST ANNEX

ACCEPTED BY: _____

TITLE: _____

DATE: _____

P:\BRAZC\2326007-Potable Water Plant\Contracts\Work\2326007.00_Proposal_SheriffsOfficeWPIImprov.docx

Client BRAZC - Brazoria County
 Project Name Sheriff's Office Water Plant Improvements
 Project Number 2326007.00
 Project Manager MWF

Work Breakdown Structure				BUDGET															Total Labor Cost	Expenses	Sub-Consultant Cost (+10%)	Total Cost		
				QC Team Vice Pres	Senior Engineer VII	Project Manager	Engineer III	Structural Manager	Structural Engineer	Electrical Manager	Electrical Engineer	I & C Manager	I & C Engineer	Const Mgr II	Const Mgr I	Field Rep III	Field Rep II	Production Manager					CAD Tech II	Admin Assistant II
Phase	Task	Sub Task	Description	Process/Civil/Mechanical/				Structural/Electrical/I&C				Construction				Production		Admin						
				\$260	\$240	\$205	\$170	\$240	\$205	\$225	\$145	\$225	\$170	\$190	\$180	\$135	\$115	\$180	\$135	\$90				
001	Planning/Preliminary Design Phase Services			4	18	52	124	4	14	8	50	8	26	2	2	0	0	0	0	0	\$ 56,940	\$ 150	\$ -	\$ 57,090
	A		Data Collection	0	2	4	4	0	2	0	2	0	2	0	0	0	0	0	0	0	\$ 3,020	\$ 150	\$ -	\$ 3,170
	B		Preliminary Engineering Report	4	16	48	120	4	12	8	48	8	24	2	2	0	0	0	0	0	\$ 53,920	\$ -	\$ -	\$ 53,920
002	Project Management Services			8	16	74	110	4	0	4	10	4	10	4	4	0	0	0	0	0	\$ 47,180	\$ 200	\$ -	\$ 47,380
	A		Monthly Project Meetings	0	0	48	72	0	0	0	8	0	8	0	0	0	0	0	0	0	\$ 24,600	\$ -	\$ -	\$ 24,600
	B		Agency Coordination	0	8	12	36	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 10,500	\$ 200	\$ -	\$ 10,700
	C		Quality Assurance / Quality Control	8	8	12	0	4	0	4	0	4	0	4	4	0	0	0	0	0	\$ 10,700	\$ -	\$ -	\$ 10,700
	D		Coordination with Design Engineers	0	0	2	2	0	0	0	2	0	2	0	0	0	0	0	0	0	\$ 1,380	\$ -	\$ -	\$ 1,380
003	Design Phase Services			2	82	86	424	8	86	30	210	18	150	0	2	0	4	36	504	64	\$ 277,310	\$ 200	\$ 39,600	\$ 317,110
	A		Geotechnical Engineering	0	0	2	4	2	8	0	0	0	0	0	0	0	0	0	0	0	\$ 3,210	\$ -	\$ 26,400	\$ 29,610
	B		Surveying	0	0	2	4	0	0	0	0	0	0	0	0	0	4	0	0	0	\$ 1,550	\$ 200	\$ 13,200	\$ 14,950
	C		Construction Plans	0	76	58	324	4	72	24	180	12	120	0	0	0	0	36	504	0	\$ 230,050	\$ -	\$ -	\$ 230,050
			1 General Civil Site Work		4	8	48										6	48		\$ 18,320	\$ -	\$ -	\$ 18,320	
			2 Piping Plan and Profiles		8	12	72										8	72		\$ 27,780	\$ -	\$ -	\$ 27,780	
			3 Storage Tank Plan and Profiles		4	24	72										8	96		\$ 32,520	\$ -	\$ -	\$ 32,520	
			4 Arsenic Removal		60	8	96										6	48		\$ 39,920	\$ -	\$ -	\$ 39,920	
			5 Detail Sheets			2	24										4	24		\$ 8,450	\$ -	\$ -	\$ 8,450	
			6 Process Schematics			4	12										4	24		\$ 6,820	\$ -	\$ -	\$ 6,820	
			7 Structural					4	72									48		\$ 22,200	\$ -	\$ -	\$ 22,200	
			8 Electrical							24	180							96		\$ 44,460	\$ -	\$ -	\$ 44,460	
			9 Automation and Control									12	120					48		\$ 29,580	\$ -	\$ -	\$ 29,580	
	D		Cost Estimates	2	2	4	12	1	4	1	4	1	4	0	2	0	0	0	0	\$ 6,990	\$ -	\$ -	\$ 6,990	
	E		Project Manual	0	2	16	72	0	0	4	24	4	24	0	0	0	0	0	60	\$ 30,760	\$ -	\$ -	\$ 30,760	
	F		Final Engineering Design Report	0	2	4	8	1	2	1	2	1	2	0	0	0	0	0	4	\$ 4,750	\$ -	\$ -	\$ 4,750	
004	Bid Phase			0	0	8	24	0	0	3	6	3	6	0	0	0	0	0	10	\$ 9,860	\$ -	\$ -	\$ 9,860	
	A		Advertising	0	0	4	8	0	0	2	4	2	4	0	0	0	0	0	2	\$ 4,520	\$ -	\$ -	\$ 4,520	
	B		Bidding	0	0	2	8	0	0	1	2	1	2	0	0	0	0	0	4	\$ 3,210	\$ -	\$ -	\$ 3,210	
	C		Project Award	0	0	2	4	0	0	0	0	0	0	0	0	0	0	0	2	\$ 1,270	\$ -	\$ -	\$ 1,270	
	D		Final Plans and Project Manual	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	2	\$ 860	\$ -	\$ -	\$ 860	
Engineering Hours				14	116	220	682	16	100	45	276	33	192	6	8	0	4			74				
Engineering Costs				\$ 3,640.00	\$ 27,840.00	\$ 45,100.00	\$ 115,940.00	\$ 3,840.00	\$ 20,500.00	\$ 10,125.00	\$ 40,020.00	\$ 7,425.00	\$ 32,640.00	\$ 1,140.00	\$ 1,440.00	\$ -	\$ 460.00			\$ 6,660.00	\$ 316,770	\$ 550	\$ 39,600	\$ 356,920
Production Hours																	36	504						
Production Costs																	\$ 6,480.00	\$ 68,040.00			\$ 74,520		\$ 74,520	
TOTAL DESIGN HOURS				14	116	220	682	16	100	45	276	33	192	6	8	0	4	36	504	74				
TOTAL DESIGN COSTS				\$ 3,640.00	\$ 27,840.00	\$ 45,100.00	\$ 115,940.00	\$ 3,840.00	\$ 20,500.00	\$ 10,125.00	\$ 40,020.00	\$ 7,425.00	\$ 32,640.00	\$ 1,140.00	\$ 1,440.00	\$ -	\$ 460.00	\$ 6,480.00	\$ 68,040.00	\$ 6,660.00	\$ 391,290	\$ 550	\$ 39,600	\$ 431,440
005	Constuction Phase Services			0	8	22	52	0	12	7	32	7	32	20	40	132	96	4	40	18	\$ 78,560	\$ 4,000	\$ -	\$ 82,560
	B		Pre-Con Meeting	0	0	4	4	0	0	0	0	0	0	0	4	4	0	0	0	0	\$ 2,760	\$ 200	\$ -	\$ 2,960
	C		Specialty Site Visits	0	4	8	4	0	0	0	4	0	4	0	0	48	48	0	0	0	\$ 16,540	\$ 2,400	\$ -	\$ 18,940
	D		Submittals, RFIs, Change Orders	0	2	2	12	0	4	4	16	4	16	4	12	32	16	0	0	16	\$ 21,110	\$ -	\$ -	\$ 21,110
	E		Factory Witness Testing	0	0	0	0	0	0	0	0	0	0	0	0	12	0	0	0	0	\$ 1,620	\$ 600	\$ -	\$ 2,220
	F		Start-up Phase Services	0	0	2	8	0	0	0	0	0	0	8	12	12	12	0	0	0	\$ 8,450	\$ 400	\$ -	\$ 8,850
	G		Final Walkthrough	0	0	0	4	0	4	0	4	0	4	4	4	4	0	0	0	0	\$ 4,780	\$ 200	\$ -	\$ 4,980
	I		As-Builts	0	2	2	8	0	2	2	4	2	4	2	4	12	12	0	2	\$ 9,100	\$ -	\$ -	\$ 9,100	
	J		Record Drawings	0	0	2	4	0	2	1	2	0	2	0	0	4	4	4	40	\$ 9,700	\$ -	\$ -	\$ 9,700	
	K		Project Close-Out and Warranty	0	0	2	8	0	0	0	2	0	2	2	4	4	4	0	0	0	\$ 4,500	\$ 200	\$ -	\$ 4,700
Construction Hours				0	8	22	52	0	12	7	32	7	32	20	40	132	96	4	40	18				
Construction Costs				\$ -	\$ 1,920.00	\$ 4,510.00	\$ 8,840.00	\$ -	\$ 2,460.00	\$ 1,575.00	\$ 4,640.00	\$ 1,575.00	\$ 5,440.00	\$ 3,800.00	\$ 7,200.00	\$ 17,820.00	\$ 11,040.00	\$ 720.00	\$ 5,400.00	\$ 1,620.00	\$ 78,560	\$ 4,000	\$ -	\$ 82,560
TOTAL PROJECT HOURS				14	124	242	734	16	112	52	308	40	224	26	48	132	100	40	544	92				
TOTAL PROJECT COSTS				\$ 3,640.00	\$ 29,760.00	\$ 49,610.00	\$ 124,780.00	\$ 3,840.00	\$ 22,960.00	\$ 11,700.00	\$ 44,660.00	\$ 9,000.00	\$ 38,080.00	\$ 4,940.00	\$ 8,640.00	\$ 17,820.00	\$ 11,500.00	\$ 7,200.00	\$ 73,440.00	\$ 8,280.00	\$ 469,850	\$ 4,550	\$ 39,600	\$ 514,000

EXHIBIT "B"
INSURANCE REQUIREMENTS

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
5. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

EXHIBIT “C”
COMPLIANCE WITH LAWS

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:


- i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);
- ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;
- iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;
- iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);
- v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);
- vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);
- vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);
- viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);
- ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.
- x. 23 U.S.C. § 138 [49 U.S.C. § 303]
- xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;
- xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;
- xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);
- xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

- xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

AGREED TO AND ACKNOWLEDGED THIS *[date]* _____

Baxter & Woodman, Inc.

an Illinois company

By: 

Name: Michael A. Kurzy

Title: Executive Vice President

Date: 12/22/23

EXHIBIT “D”
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 the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video 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>.

EXHIBIT “E”
CONFLICT OF INTEREST DISCLOSURE

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>.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

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

EXHIBIT “F”
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

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.

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

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

N/A

Name of Officer

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

N/A

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

Yes

No

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

Yes

No

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

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

7

Signature of vendor doing business with the governmental entity

12/22/23

Date



**BRAZORIA COUNTY COURTHOUSE PURCHASING
DEPARTMENT
111 E. LOCUST STREET, BLDG. A-29, SUITE 100
ANGLETON, TEXAS 77515
TEL: 979-864-1825 FAX: 979-864-1034**

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

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

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

TUESDAY, SEPTEMBER 19, 2023 at 11:00 AM CST

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

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

IF SUBMITTING A SEALED OFFER, PLEASE MARK ENVELOPE:

"RFSQ #23-59 DESIGN SERVICES FOR IMPROVEMENTS TO THE POTABLE WATER PLANT AT THE SHERIFF'S OFFICE"

RESPONDENTS SHALL NOT SUBMIT PRICING FOR THIS PACKAGE

IF SUBMITTING AN ELECTRONIC SEALED OFFER IN THE "BONFIRE" ELECTRONIC BIDDING PLATFORM (PREFERRED METHOD):

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:

DELIVER OFFER TO:

PHYSICAL ADDRESS FOR COURIERS & HAND DELIVERIES

SUSAN SERRANO, CTPM, CTCM
COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY PURCHASING
COURTHOUSE WEST ANNEX
451 N. VELASCO STREET, SUITE 100
ANGLETON, TEXAS 77515

****MAILING ADDRESS
(SEE NOTE BELOW)**

****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 below.

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.

MAILING ADDRESS
SUSAN SERRANO, CTPM, CTCM
COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY COURTHOUSE PURCHASING DEPARTMENT
111 E. LOCUST, BLDG A-29, SUITE 100
ANGLETON, TEXAS 77515

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

Any prospective respondent desiring any explanation or interpretation of the solicitation must make a written request online through Bonfire electronic platform or email the project facilitator as shown in Section “Questions Due Date (for Clarifications)”, which must be received by the Purchasing Department at least five (5) business days prior to the scheduled time for the offer opening. Any information given to a prospective respondent concerning this solicitation will be furnished promptly to all other known prospective respondents as a written amendment/addendum to the solicitation. Brazoria County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

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

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



SUSAN SERRANO, CTPM, CTCM
County Purchasing Director
Brazoria County Courthouse
111 E. Locust Street, Bldg. A-29, Suite 100
Angleton, Texas 77515

Published Dates:
Tuesday, August 15, 2023
Tuesday, August 22, 2023

REQUEST FOR STATEMENT OF QUALIFICATIONS

TABLE OF CONTENTS

RFSQ #23-59 Design Services for Improvements to the Potable Water Plant at the Sheriff's Office

All documents included in RFSQ# 23-59, represent components which comprise this offer package and subsequent awarded executed contract. The documents shown in Exhibit A and Exhibit B are required to be submitted in your offer package. *It is the respondent's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the requirements before you return your offer packet.*

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

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

- RESPONDENT CERTIFICATION FORM
- BIDDER/RESPONDENT'S AFFIRMATION & SDNs/BLOCKED PERSONS AFFIRMATION
- WORKERS COMPENSATION REQUIREMENTS
- CERTIFICATION REGARDING LOBBYING FORM
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS (If vendor has any exceptions to the RFSQ terms & conditions or special requirements, they must be included with the RFSQ submittal in order to be considered)
- ADDENDA (IF APPLICABLE)
- NON COLLUSION AFFIDAVIT
- TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM
- PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM
- VENDOR DATA SHEET & W-9 FORM

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

- RESPONSE FROM FIRM (*as shown in section 5.0 Proposal Scoring Criteria and Proposal Requirements*)
- SIGNED ADDENDUMS (IF APPLICABLE)
- RETURN LABEL

Attachments to the RFSQ: The documents marked below are hereby attached and made a part of this package.

Attachment A – Potable Water Plant Diagram

Attachment B – Pre-Offer Meeting Form and Non-Disclosure Agreement (NDA)

BRAZORIA COUNTY INSTRUCTIONS TO RESPONDENTS

RFSQ #23-59 Design Services for Improvements to the Potable Water Plant at the Sheriff's Office

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

1. GENERAL

Brazoria County is requesting Statements of Qualifications (SOQ) from firms who can adequately demonstrate they have the resources, experience, and qualifications to perform professional engineering services for the upgrades to the Brazoria County Sheriff's Office Potable Water Plant, hereinafter called the "Project".

The respondent shall select a team of professionals capable of providing the required services in an efficient manner in the best interest of Brazoria County and to provide successful, on-time, and on-budget project delivery. Information on all proposed sub-consultants and/or subcontractors should be included in the SOQ.

Experience in federally funded projects is required for this project.

This project is being supported, in whole or in part by the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds (American Rescue Plan Act, Assistance Listing Number 21.027).

2. BACKGROUND

The Potable Water Treatment Plant is located at 3602 CR 45, Angleton, Texas 77515, and currently serves the Brazoria County Sheriff's Office Detention Center. The Potable Water Plant operates as the sole source of water for this facility, serving staff, and inmates.

The current water plant utilizes approximately 125,000 gallons of water per day and pumps, roughly, 3.5 million gallons of treated water per month. The water plant is serviced by a primary functioning well that pumps approximately 700 gallons per minute and has a backup well that pumps 260 gallons per minute. Additional items currently utilized for production are:

- An aeration tower;
- A 750,000-gallon ground storage tank;
- A 20,000-gallon pressure tank;
- An arsenic removal plant;
- A pump house containing 2 booster pumps, a chlorination room, and a chemical containment area.

3. SCOPE OF SERVICE

Brazoria County intends to enter into a Professional Services Agreement with a prime firm to provide consulting services to upgrade and expand the plant to meet the needs of our current and future demands.

The project includes the development of planning/preliminary design, design, bid, and construction phase documents and services.

The County will require the selected firm to perform the following services:

1. Planning / Preliminary Design Phase Services
 - a. Develop a Preliminary Engineering Report (PER) for submission to TCEQ. The PER will include, but not be limited to, the following considerations:
 - i. Review and confirm Texas Commission on Environmental Quality (TCEQ) and the Environmental Protection Agency (EPA) requirements for water treatment plant expansions and capacities of treatment processes.
 - ii. Ensure the newly constructed and designed water plant has the capacity to serve existing facilities with adequate water supply, and has the capacity to meet requirements for future expansions. This must meet all TCEQ, EPA, Texas Commission on Jail Standards, and any other requirements.

2. Design Phase Services (including any required Permitting)
 - a. Develop a Geotechnical Engineering Report:
 - i. Conduct subsurface drilling with core profiles and bearing capacities to a depth of bedrock.
 - ii. Based on the site development layout for treatment units provided in the Preliminary Engineering Report, provide design recommendations for the subsurface of each structure, including foundation design recommendations
 - iii. As a component of the Preliminary Engineering Report, develop a recommendation based upon a cost analysis of over-excavation versus deep foundations for new structures onsite.
 - b. Conduct a topographic site survey, including a 3-D point cloud survey of the interior and exteriors of the existing structures for use in BIM modeling and the development of visualizations critical to successfully phasing construction of the membrane retrofit.
 - c. Prepare and deliver engineering documents for County review and comment at the 30%, 60%, 90%, and 100% unsealed stages of completion. Complete and detailed engineering documents are required for the bidding and construction of the proposed improvements.
3. Bid and Construction Phase Services
 - a. Respond to questions during advertisement.
 - b. Assist in evaluating bids, tabulating bids, and making recommendations for contract award.
 - c. Prepare conformed project manual and drawings per addenda.
 - d. Review and respond to shop drawings, submittals, requests for information (RFIs), change order proposals, and all other construction items.
 - e. Conduct specialty site visits as necessary to ensure general construction conformance with the contract documents.
 - f. Attend factory witness testing as required per the specifications.
 - g. Provide startup phase services, including configuration and programming, as required by the contract documents.
 - h. Assist in final construction walk-through and punch list.
 - i. Prepare record drawings per contractor's redlines.
 - j. Provide warranty phase services.
4. Project Management Services
 - a. Regulatory agency coordination and submission of all required documents for the proposed project for the duration for the entire project, including final design documents.
 - b. Conduct regularly scheduled monthly meetings for the anticipated duration for the entire project, including preparing meeting agenda, minutes, and action items.
 - c. Perform Quality Assurance/Quality Control (QA/QC) for the anticipated duration of the entire project.
 - d. Coordinate with any other Design Engineer(s) for additional CIP projects taking place at the site.

The Contract consists of the RFSQ# 23-59 document and all attachments, as well the Professional Service Agreement 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. The Contract may only be amended or modified under the terms of this Contract.

4. ESTIMATED PROJECT TIMELINE (dates may be subject to change)

Step One –

Publicly advertised (1st Notice)	August 15, 2023
Publicly advertised (2nd Notice)	August 22, 2023
Pre-Offer Meetings (choose only one)	August 29, 2023 @ 10:00 AM CST and August 30, 2023 @ 10:00 AM CST
Deadline for Questions (Clarifications) Submitted	September 12, 2023 @ 2:00 PM CST
Deadline for Addendum to be posted in Bonfire	September 14, 2023

Response Open/Due date by 11:00 a.m. C.S.T.

September 19, 2023

Step Two –

Interviews with short-listed candidates (possible)	September 20 – 21, 2023
Selection committee recommendation	September 25, 2023

Negotiations (possible)
Enter into negotiations with highest ranked firm

September 26 – 27, 2023
see above

Award
Contract approval by Commissioner’s Court

October 10, 2023
October 10, 2023

5. PRE-OFFER MEETING

Two pre-offer meetings will be held on Tuesday, August 29, 2023 at 10:00 a.m. and Wednesday, August 30, 2023 at the Brazoria County Sheriff’s Office, at 3602 County Road 45, Angleton, Texas 77515. Attendance is not mandatory in order to submit an offer; however, it is highly recommended. Interested parties are encouraged to download all of the proposal documents prior to attending the meeting.

To attend a pre-offer meeting, respondent must complete and email Attachment B – Pre-Offer Meeting Registration Form and Non-Disclosure Agreement, on or before August 22, 2023, at 2:00 p.m. CST. You may only select one of the meetings and not more than two representatives from your firm. No substitutions for already submitted representatives will be allowed after August 22, 2023.

6. SELECTION PROCESS

The SOQs will be used to rank the respondents and determine a short list for firms. In addition, the SOQ will be used for reference material throughout the selection process. Once the short list has been determined, there may be an oral interview/ presentation session scheduled for the highest ranked firms. The presentation should demonstrate the firm’s experience in providing services for designing and planning upgrades in Water Treatment Plants.

Based on the SOQs and interviews, the Evaluation Committee will determine the most highly qualified firm on the basis of demonstrated competence, experience and qualifications for the above services.

After the selection process has been completed, a detailed scope of services will be developed between the successful firm and Brazoria County and a price proposal will be requested for agreed upon scope of services. The price proposal generated should reflect substantially the same composition and level of involvement as presented in the Statement of Qualification.

If a mutually agreeable cost/price proposal cannot be negotiated, Brazoria County will formally end the negotiation and proceed to select and negotiate with the next most highly qualified firm(s) on the basis of demonstrated competence, experience and qualifications.

7. SELECTION CRITERIA & RECOMMENDATION (REVISE PER PROJECT)

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

- **Technical Approach.....**20 Points
 - Firm should demonstrate its understanding of the project through an outline of their suggested approach to management of a federally funded construction project.
 - Firm must demonstrate an understanding of the requirements by the Texas Commission on Environmental Quality (TCEQ), the Environmental Protection Agency (EPA), and any other federal or State regulatory agencies, remain in compliance in administering a federal funded project.
 - Firm must show knowledge of local regulatory agencies and their requirements through which the project will require approval.
 - Firm’s response for this selection criteria may be a maximum of five (5) pages and must be included in Exhibit B.

- **Firm Experience and References.....**40 Points
 - Firm must show experience in managing construction projects which use Federal funds and Federal requirements.
 - Provide three sample projects completed in the last three years, similar in scope to this project

that best illustrates team capabilities.

- Provide at least three references of previous clients with similar projects and specify the project for which the references respond to.
- Furnish references for the prime provider's project manager for similar related projects. The client reference must be employees, such as the contract manager or work authorization manager, who are most familiar with the proposed manager's work.
- Firm's response for this selection criteria may be a maximum of ten (10) pages and must be included in Exhibit B.

• **Workload Capacity**.....10 Points

- Provide a current list of your firm's projects
- Provide project availability of key personal at time of this project.
- Firm's response for this selection criteria may be a maximum of two (2) pages and must be included in Exhibit B.

• **Professional Qualifications and Individual Experience**.....30 Points

- Firm must provide a project manager that has demonstrated experience specific to water treatment plants. Project Manager must show specific experience in providing construction oversight on water treatment plants.
- Show work experience of Project Team including any sub consultants.
- Provide organizational chart containing names, addresses, telephone numbers, and email address of the prime provider and any sub consultants proposed for the team. Include the name of the prime provider's Project Manager and all key personnel who will work on the project. Also, include each key personnel's project role and responsibilities and estimated percentage of time on the project. Maximum of one (1) page
- Provide resumes of project manager and key personnel, which include any licenses and certifications. Maximum of two (2) pages per resume.
- Firm's response for this selection criteria must be included in Exhibit B.

Bonus Scoring (15 point scale)

5.1 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

- 5.1.1 Response to Questions & Answers (0-10 points)
- 5.1.2 Interview preparedness & adherence to interview (0-5 points)

8. PROPOSAL SCORING CRITERIA AND PROPOSAL REQUIREMENTS (REVISE PER PROJECT)

The Prime will prepare a Statement of Qualifications (SOQ) for review by the County's Evaluation Committee. The County intends to make its selection from firms that submit an SOQ package that includes the following:

Responses are to be submitted in EXHIBIT B, in the order shown below, and to not exceed the number of pages requested.

- (a) **Letter of Interest**, limited to one (1) page, signed by a principle of the professional firm, with a statement as to the availability of the firm to complete the work within the stated time period.
- (b) **Technical Approach**, limited to five (5) pages:
- (c) **Firm Experience and References**, limited to ten (10) pages:
- (d) **Workload Capacity**, limited to two (2) pages:
- (e) **Professional Qualifications and Individual Experiences**, limited to one (1) page for the organization chart and two (2) pages per resume:

9. SUBMISSION REQUIREMENTS

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

If submitting an RFSO 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 RFSO Hard Copy Document Submission

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

The hard copy submission shall be sealed in an envelope or box for delivery to the Brazoria County Purchasing Director per instructions herein. All documents included in the response and the outside of the envelope and/or box must be labeled with the vendor name and the RFSQ number.

10. PERIOD OF CONTRACT

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

11. QUESTIONS DUE DATE (FOR CLARIFICATIONS)

Any prospective respondent desiring any explanation or interpretation of the proposal must make a written request which must be received by the Purchasing Department on or before **September 12, 2023 @ 2:00 pm CST**. The request must be emailed to bidclarifications@brazoriacountytx.gov. Emails must include the project name and number in the subject field.

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

12. INSURANCE REQUIREMENTS

Contractor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements as found in Exhibit F of the Professional Services Agreement, for the duration of the project. Certificates shall indicate name of Contractor, name of insurance company, policy number, term of coverage and limits of coverage. In the event that the insurance is renewed during the duration of the contract, Contractor shall furnish certificate of insurance to the County evidencing renewal of policy within 30 days of renewal. Contractor 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.

Further, on vendor’s certificate of insurance supplied to Brazoria County, Brazoria County shall be listed as additionally insured.

13. DISCLOSURE OF CERTAIN RELATIONSHIP

Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person’s employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity.

By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code section 176.006.

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

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at:

<http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM>

Texas Local Government Code Chapter 176 can be found here:

<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>

Questionnaire Form CIQ is included in this bid/offer

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

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

14. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB'S)

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

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

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

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

15. SYSTEM FOR AWARD MANAGEMENT (SAM)

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

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

16. INCLEMENT WEATHER - HARD COPY SUBMISSIONS:

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

17. ADDITIONAL INFORMATION

If your firm is selected, you will be required to fill out a Lobbying Certification per Texas Department of Transportation requirements and a Lower Tier Debarment.

18. ADDITIONAL REQUIREMENTS

18.1. Remedies

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

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

18.2. Access to Records and Record Retention

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

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

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

18.3. Debarment and Suspension

“Suspension and Debarment

- (1) The contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by Brazoria County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Texas Department of Emergency Management and Brazoria County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

18.4. Procurement of Recovered Materials (Solid Waste Disposal Act):

Application:

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

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

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

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

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

The list of EPA-designate items is available at

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

18.5. Domestic Preferences for Procurements (2 CFR 200.322)

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

(b) For purposes of this section:

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

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

18.6. DHS Seal, Logo and Flags

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

18.7. Compliance with Federal Law, Regulations, and Executive Orders

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

18.8. No Obligation by Federal Government

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

18.9. Program Fraud and False or Fraudulent Statements or Related Acts

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

18.10. Termination for Cause and Convenience

Termination with Cause:

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

Termination Without Cause:

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

18.11. Clean Air Act

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

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

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

18.12. Federal Water Pollution Control Act

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

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

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

18.13. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer of employee of Congress, or an employee of a member of Congress in connection with obtaining and Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

18.14. Energy Efficiency

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

18.15. Equal Opportunity: § 60–1.4 Equal opportunity clause.

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

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

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

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

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

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

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

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

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

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

subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

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

18.17. Rights to Inventions Made Under a Contract or Agreement

Application:

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

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

§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by 7 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

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

BRAZORIA COUNTY STATEMENT OF NO OFFER

RFSQ #23-59 Design Services for Improvements to the Potable Water Plant at the Sheriff's Office

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

Mail the form to:

Brazoria County Courthouse, Purchasing Department, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515.

Or Fax to: 979-864-1034

Or email to: jvasut@brazoriacountytx.gov

NAME OF FIRM: _____

ADDRESS: _____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

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

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

Remarks: _____

BRAZORIA COUNTY STANDARD TERMS AND CONDITIONS

1.FUNDING: Funds for payment have been provided through the Brazoria County budget approved by the Commissioners Court for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Brazoria County fiscal year shall be subject to budget approval.

2.AWARD OF CONTRACT:

Each successful respondent will be notified of award.

Brazoria County hereby notifies respondent 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.

3.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.

4.DEFAULT OF RESPONDENT: If successful respondent fails to supply a current certificate of insurance at the signing of the Professional Services Agreement for a specific project, the specified project shall pass to another qualified respondent.

Respondent, in submitting this response, agrees that Brazoria County shall not be liable to prosecution for damages in the event that the County declares the respondent in default.

5.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.

6.SALES TAX: Brazoria County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

7.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.

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.

8.CONFIDENTIALITY: All information disclosed by Brazoria County to successful respondent for the purpose of the work to be performed or information that comes to the attention of the successful respondent during the course of performing such work is to be kept strictly confidential.

9. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:

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

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

10. REFERENCES: See Evaluation Criteria

11. INSURANCE: See Professional Services Agreement attached hereto.

12. 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.

13. INDEMNIFICATION: See Professional Services Agreement attached hereto

14. 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.

15. 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.

16. 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.

17. TERMINATION OF CONTRACT: See Professional Services Agreement attached hereto for additional terms.

In the event of breach or default of this Contract, Brazoria County reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the County

18. DELIVERY OF NOTICES: See Professional Services Agreement attached hereto.

19. 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.

20. 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.

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.

21. ASSIGNMENT: See Professional Services Agreement attached hereto.

22. GOVERNING LAW: 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. See Professional Services Agreement attached hereto for additional terms.

23. DRAWINGS: See Professional Services Agreement attached hereto.

24. 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.

25. EXCEPTIONS/SUBSTITUTIONS: All responses meeting the intent of this RFSQ will be considered for negotiations. Respondents taking exception to the specifications and/or statement of work or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the response referencing the appropriate page of the RFSQ package.

The absence of such a list shall indicate that the respondent has not taken exceptions and the respondent shall be responsible for performing in strict accordance with the specifications and/or statement of work of the RFSQ. Brazoria County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

26. PERFORMANCE AND PAYMENT BONDS: Not Applicable

27. APPLICABLE LAW: See Professional Services Agreement attached hereto.

28. COMPLIANCE WITH APPLICABLE LAWS: See Professional Services Agreement attached hereto.

29. 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.

30. SEVERABILITY: See Professional Services Agreement attached hereto.

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. Such addendum is subject to the review and approval of Commissioner's Court and shall be effective only if evidenced in writing by both parties.

31. 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)].

32. PERFORMANCE OF CONTRACT: Brazoria County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of resulting contract award.

33. VENUE: See Professional Services Agreement attached hereto.

34. COUNTYSHIP: See Professional Services Agreement attached hereto.

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

36. PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION: 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.

37. 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)].

38. 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)].

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

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 may, where applicable, supersede, in whole or in part, the other requirements contained herein.

General

The requirements set forth below are intended to outline the basic operating parameters and procedures required to provide the described goods and/or services to Brazoria County. 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 Specifications/Statement of Work as necessary to develop and maintain a Statement of Work that meets the County's needs. Such modifications, if required, 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.

At the time requested to enter into a Professional Services Agreement, the Specifications/Statement of Work provided for that project will be used in developing a project specific Professional Services Agreement.

The qualified respondents will be required to provide pricing structure at the time of issuance of specific projects. The pricing structure shall reflect the full specifications / statement of work as defined by the Professional Services Agreement documents inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

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 established by contract 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 RFSQ, 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 and/or Pricing, 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 a response implies the respondent's acceptance of the evaluation criteria and respondent recognition that subjective judgments must be made by the evaluating committee.

This RFSQ 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 RFSQ. Brazoria County makes no guarantee that any goods and/or services will be purchased as a result of this RFSQ, and reserves the right to reject any and all responses. All responses and their accompanying documentation will become the property of Brazoria County. All responses 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, responses 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 response, be readily separable from the response and shall be CLEARLY MARKED "CONFIDENTIAL".

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

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

It is understood that Brazoria County reserves the right to accept or reject any and/or all RFSQs as it shall deem to be in the best interest of Brazoria County. The award of the contract(s) shall be made to the responsible respondent(s) whose Statement of Qualifications is determined to be the best evaluated response resulting from negotiation, taking into consideration the relative importance of evaluation factors set forth in the Statement of Qualifications.

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 (offerer) 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.

RFSQ Submissions using Bonfire electronic bidding platform

Respondents must finalize their submission electronically in Bonfire before the project close date and time. If you have any questions on submitting, follow the instructions provided in Bonfire.

RFSQ Submissions using hard copy format

Respondents must return all completed bids to the Brazoria County Purchasing Department at the address below **no later than 11:00 A.M.** on the date specified. Late RFSQ's will not be accepted. RFSQ's must be submitted in a sealed envelope and addressed as follows:

MAILING ADDRESS:

SUSAN SERRANO, CTPM, CTCM
COUNTY PURCHASING DIR.
BRAZORIA COUNTY COURTHOUSE
PURCHASING DEPARTMENT
111 E. LOCUST, BLDG A-29, SUITE 100
ANGLETON, TEXAS 77515

PHYSICAL ADDRESS:

SUSAN SERRANO, CTPM, CTCM
COUNTY PURCHASING DIR.
BRAZORIA COUNTY PURCHASING
COURTHOUSE WEST ANNEX
451 N.VELASCO STREET, SUITE 100
ANGLETON, TEXAS 77515

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.

Withdrawal of Response

A response 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 responses, and respondent so agrees upon submittal of their response.

Altering Submissions - Electronic

RFSQ #23-59 Design Services for the Water Treatment Plant at SO

If an error is made after your proposal submission is finalized, click [HERE](#) for instructions. Bonfire allows for offeror'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.

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, software and/or services will not be paid prior to complete acceptance by Brazoria County unless otherwise specified. If services and/or the installation of equipment and software are delayed, the County reserves the right (without extra expense or penalty) to delay a portion of the payment until services are performed and/or equipment is installed and functioning properly.

Invoices

The invoices shall show 1) name and address of successful respondent ; and 2)-detailed breakdown of all charges for the services or products delivered stating any applicable period of time; and (3) Brazoria County Purchase Order number. Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

Invoices shall be mailed directly to:
Brazoria County Auditor
111 E. Locust St. #303
Angleton, Texas 77515

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.

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 RFSQ, 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.

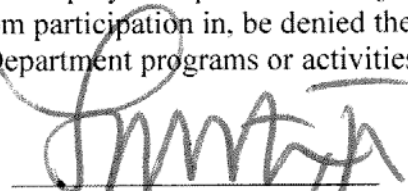
Contract Award

Brazoria County shall make an award to the most qualified respondent(s) meeting specifications and resulting from negotiations.

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

**Title VI and Related Statues
Nondiscrimination Statement**

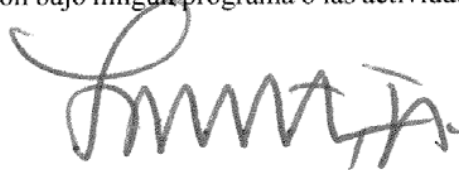
Brazoria County, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.S. § 2000d-3),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



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

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

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



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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

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

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

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

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.

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

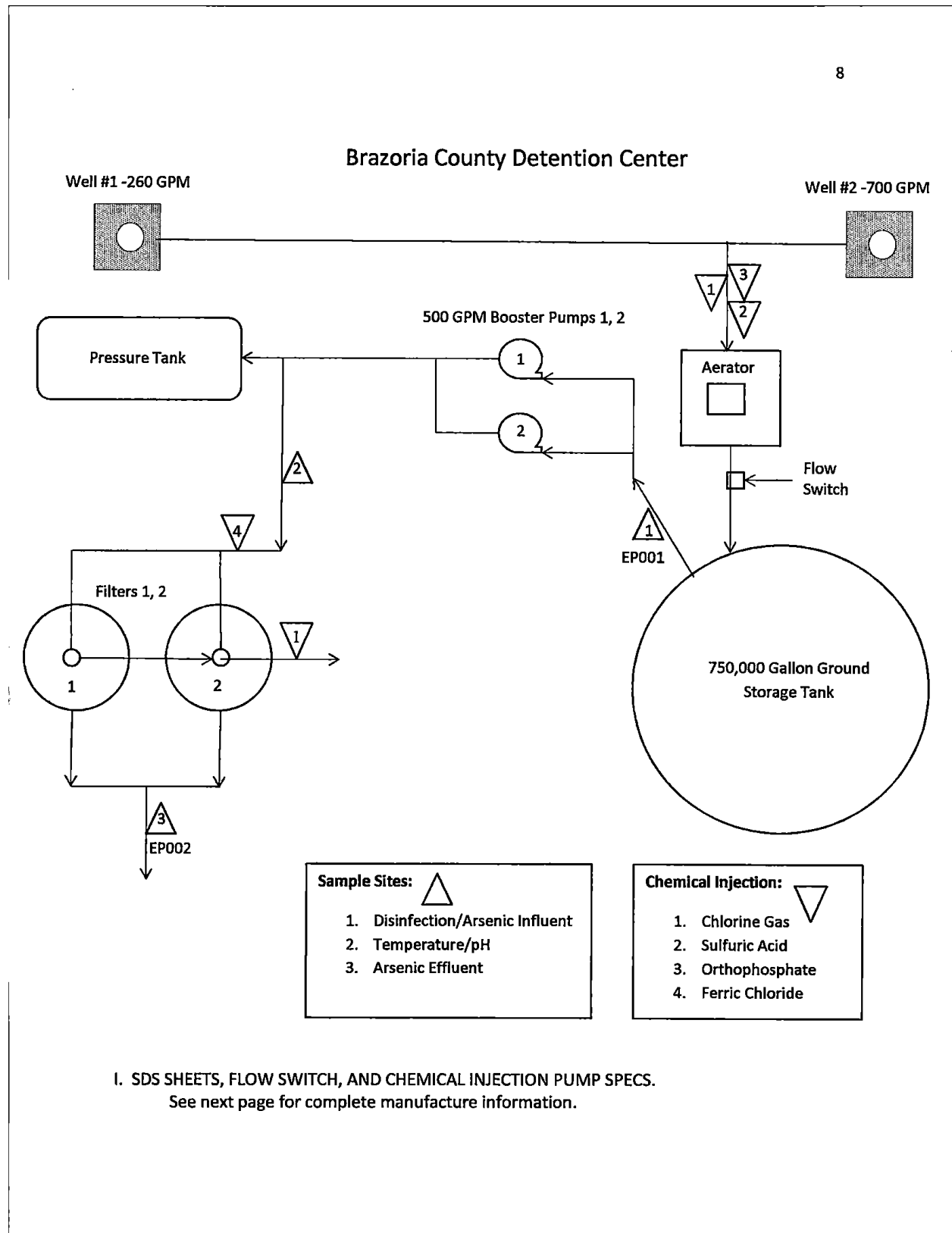
**BRAZORIA COUNTY
RETURN LABEL**

**USE THIS LABEL ONLY IF YOU ARE SUBMITTING A HARD
COPY PROPOSAL SUBMISSION**

<u>SEALED REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)</u>	
RFSQ#:	23-59
OPENING DATE:	September 19, 2023
OPENING TIME:	11:00 AM CST
RFSQ DESCRIPTION:	Design Services for Improvements to the Potable Water Plant at the Sheriff's Office
RETURN OFFER TO:	PHYSICAL ADDRESS: COUNTY PURCHASING DIRECTOR BRAZORIA COUNTY PURCHASING COURTHOUSE WEST ANNEX 451 N. VELASCO STREET, SUITE 100 ANGLETON, TEXAS 77515
<i>DATED MATERIAL – DELIVER IMMEDIATELY</i>	

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

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



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-1106436

Date Filed:
12/21/2023

Date Acknowledged:
01/04/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Baxter & Woodman, Inc.
Houston, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFSQ# 23-59
Design Services for Improvement at Water Treatment Plant at the Sheriff's Office

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ambrose, John	Crystal Lake, IL United States	X	
	Houssmann, Lou	Crystal Lake, IL United States	X	
	Wold, Derek	Naperville, IL United States	X	
	Travis, Rebecca	Palm Beach, FL United States	X	
	O'Dell, Sean	Mokena, IL United States	X	
	Kurzy, Michael	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Heather Sheive, and my date of birth is 10/29/1972.

My address is 11450 Compaq Center Dr. W., Suite 660, Houston, TX, 77070, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 21 Day of December, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2023

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

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

PRODUCER Holmes Murphy & Associates/CSDZ, LLC 1818 Parmenter Street, Suite 240 Middleton WI 53562	CONTACT NAME: Sarah Edwards	
	PHONE (A/C No. Ext): 612-349-2407	FAX (A/C, No):
E-MAIL ADDRESS: sedwards@cspd.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Valley Forge Insurance Company		20508
INSURER B: The Continental Insurance Company		35289
INSURER C: Continental Casualty Company		20443
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1452408565

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			7017821337	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7017833701	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7017835416	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	717818681	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Claims made form			AEH591900841	1/1/2023	1/1/2024	Per claim \$5,000,000 Aggregate \$10,000,000

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

All Work Performed

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability: Brazoria County

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: Brazoria County

CERTIFICATE HOLDER**CANCELLATION**
 Brazoria County
 111 E. Locust
 Angleton TX 77515

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

AUTHORIZED REPRESENTATIVE

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