

BRAZORIA COUNTY
PURCHASING DEPARTMENT



SUSAN P. SERRANO, CPPO, CPPB
Purchasing Director

May 14, 2025

ATSER, LP
Attn: Dr. David Frederick Martinez
1150 Richcrest Drive
Houston, TX 77060
dfm@atser.com

Re: Award for RFSQ# 25-34 Construction Engineering and Inspection and Material Testing Services

Dear Dr. Martinez:

Brazoria County is pleased to inform you that on May 13, 2025, Commissioners' Court awarded the above listed project to your company.

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

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

A Certificate of Interested Parties, Form 1295 is required. Vendors are to log onto the Texas Ethics Commission's website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm 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.

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

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

Please email the CIQ and Boycott Verification Form to Amanda Erickson at aerickson@brazoriacountytx.gov.

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

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

Very truly yours,

Susan P. Serrano, CPPO, CPPB
Brazoria County Purchasing Director

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

ATSER, LP
Houston, TX United States

Certificate Number:
2025-1315938

Date Filed:
05/28/2025

Date Acknowledged:
5/28/2025

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

Brazoria County

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

RFSQ# 25-34

CONSTRUCTION ENGINEERING AND INSPECTION AND MATERIAL TESTING SERVICES FOR FOLLETS ISLAND DUNE RESTORATION PHASE 2 BLUE WATER HIGHWAY DUNES PROJECT

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 David F. Martinez, and my date of birth is 06/26/1959.

My address is 1150 Richcrest Dr., Houston, TX, 77060, 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 28 day of May, 2025.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Boycott Verification

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

Definitions:

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

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

I, David F. Martinez (Person name), the undersigned representative of (Company or Business Name) ATSER, LP (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above,

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

05/28/2025

DATE



SIGNATURE OF COMPANY REPRESENTATIVE

RFSQ#25-34 CE&I and MATERIAL TESTING for FOLLETS ISLAND DUNE PROJECT

Lump Sum Price						\$208,177.00
*Profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the respondent must disclose and certify in its proposal the percentage of profit being used						
LABOR/PERSONNEL						
CONTRACTOR	ROLE	UNIT	QTY	RATE	SUBTOTAL	Profit Percentage *
ATSER/DCCM	LEAD PROJECT MANAGER, P.E	hour	112	\$175.00	\$19,600.00	7
DCCM	SENIOR COSTAL ENGINEER, P.E.	PER HOUR	32	\$340.00	\$10,880.00	0
DCCM	SUBJECT MATTER EXPERT	PER HOUR	32	\$224.00	\$7,168.00	11
ATSER	CMT PROJECT MANAGER	HOURS	48	\$150.00	\$7,200.00	10
ATSER/DCCM	CERTIFIED INSPECTOR	hour	584	\$95.00	\$55,480.00	18
ATSER/DCCM	CERTIFIED INSPECTOR, OT	hour	132	\$142.50	\$18,810.00	20
ATSER/HVJ	CERTIFIED TECHNICAIN	hour	160	\$65.00	\$10,400.00	12
ATSER	ADMIN SUPPORT	PER HOUR	180	\$60.00	\$10,800.00	10
KLEINFELDER	CERTIFIED TECHNICAIN (APPROX.QUANTITY)	PER SAMPLE*	33	\$1,000.00	\$33,000.00	
LABOR SUBTOTAL					\$173,338.00	
LABORATORY TESTING						
ATSER	SOIL SIEVE ANALYSIS (ASTM)	EACH	28	\$78.00	\$2,184.00	25
ATSER/OTHER	SILCA TEST	EACH	28	\$450.00	\$12,600.00	10
ATSER/OTHER	SALT TEST	EACH	28	\$300.00	\$8,400.00	10
ATSER	DELETERIOUS MATERIALS	EACH	28	\$60.00	\$1,680.00	25
LABOR SUBTOTAL					\$24,864.00	
OTHER COST						
ATSER	VEHICLE CHARGE (INSPECTOR)	MONTHLY	3	1200	\$3,600.00	10
ATSER/DCCM/HVJ/KLEINFELDER	VEHICLE CHARGE (INSPECTOR)	HOURLY	385	15	\$5,775.00	
ATSER	PHONES	MONTHLY	12	50	\$600.00	10
OTHER COST SUBTOTAL					\$9,975.00	
LABOR SUBTOTAL					\$173,338.00	
LABORATORY TEST SUBTOTAL					\$24,864.00	
OTHER COST SUBTOTAL					\$9,975.00	

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 ATSER, LP, 1150 Richcrest Drive, Houston, Texas 77060, a Texas Corporation, hereinafter referred to as “Consultant”.

RECITALS

The County intends to enter into a professional services contract as it relates to RFSQ#25-34 Construction Engineering and Inspection and Material Testing Services for Follets Island Dune Restoration Phase 2 Blue Water Highway Dunes Project, hereinafter called the “Project”

The County desires that Consultant perform certain professional engineering and related services 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 IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS 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@brazoria-county.com
Phone: 979-864-1265

Consultant:

ATSER, LP
1150 Richcrest Drive
Houston, TX 77060
ATTN: Dr. David Frederick Martinez
Email: dfm@atser.com
Phone: 281-999-9961

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2025

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

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

PRODUCER Brady, Chapman, Holland & Associates 10055 West Gulf Bank Houston TX 77040	CONTACT NAME: PHONE (A/C, No. Ext): 713-688-1500 E-MAIL ADDRESS: ecerts@bch-insurance.com FAX (A/C, No): 713-688-7967														
INSURED Atser L.P. 1150 Richcrest Drive Houston TX 77060	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Admiral Insurance Company</td><td>24856</td></tr><tr><td>INSURER B : Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER C : National Fire Ins. Co. of Hartford</td><td>20478</td></tr><tr><td>INSURER D : Continental Casualty Co. (CNA)</td><td>20443</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Admiral Insurance Company	24856	INSURER B : Continental Insurance Company	35289	INSURER C : National Fire Ins. Co. of Hartford	20478	INSURER D : Continental Casualty Co. (CNA)	20443	INSURER E :		INSURER F :	
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INSURER D : Continental Casualty Co. (CNA)	20443														
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 2121894677**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
D	<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 type="checkbox"/> LOC OTHER:			7034284064	8/6/2024	8/6/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<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			7034284081	8/6/2024	8/6/2025	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 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7034284078	8/6/2024	8/6/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	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 <input type="checkbox"/>	N / A	WC734284050	8/6/2024	8/6/2025	<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
A	Professional Liability			EO00003260209	8/6/2024	8/6/2025	Each Claim Aggregate 5,000,000 5,000,000

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

The policy includes Blanket additional insured on the general liability per form CNA74858 0115 and CNA75079 1016 automobile per form CA2048 1013, with a waiver of subrogation on the general liability per form CNA74858 0115, automobile per form CA0443 1120 and workers compensation per form WC420304B when required by written contract. This insurance is primary and non-contributory as respects general liability per form CNA74858 0115 and Auto as per form CNA71527 1012. The policy includes a Blanket 30 day Notice of Cancellation on the automobile per form CNA68021 0213 and workers compensation per form WC420304B 0614 as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Brazoria County
237 E. Locust
Angleton TX 77515

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

AUTHORIZED REPRESENTATIVE

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NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 13; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Policy No: BUA 7034284081

Policy Effective Date: 08/06/2024

Policy Page: 73 of 160



NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate Holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate Holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ATSER LP

Endorsement Effective Date: 08/06/2024

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY.

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

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Form No: CA 20 48 10 13

Endorsement Effective Date:

Endorsement No: 6; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Endorsement Expiration Date:

Policy No: BUA 7034284081

Policy Effective Date: 08/06/2024

Policy Page: 59 of 160



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 14; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Policy No: BUA 7034284081

Policy Effective Date: 08/06/2024

Policy Page: 74 of 160



WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF
SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contact or agreement with such person(s) or organization(s); and
- B. Prior to the "accident" or the "loss."

Form No: CA 04 43 11 20

Endorsement Effective Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Endorsement Expiration Date:

Policy No: BUA 7034284081

Policy Effective Date: 08/06/2024

Policy Page: 54 of 160

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** In the performance of your ongoing operations subject to such **written contract**; or
 - B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1.** The **written contract** requires you to provide the additional insured such coverage; and
 - 2.** This **Coverage Part** provides such coverage; and
 - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1.** Coverage broader than what you are required to provide by the **written contract**; or
 - 2.** A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1.** The **written contract** requires you to provide the additional insured such coverage; and
 - 2.** This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

- 1.** The **bodily injury** or **property damage**; or
- 2.** The offense that caused the **personal and advertising injury**;
for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

20020006470342840649235

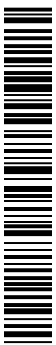


**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement****1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

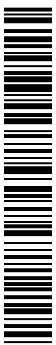
A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

- 1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
- 2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

4. BOATS

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

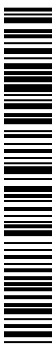
7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

- a.** on the effective date of this **Coverage Part**; or
- b.** by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

- 1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
- 2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

- 1. **Damages** under **Coverage B**, regardless of the number of locations involved;



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2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:

1. a premises the **Named Insured** owns or rents; or
2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

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B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled **Exclusions** is amended to:

- i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

- ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

- iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

- i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

- a. **professional health care services** on behalf of the **Named Insured** or
b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;



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- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

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- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**A. Past Joint Ventures, Partnerships, Limited Liability Companies**

The following is added to **WHO IS AN INSURED**:

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

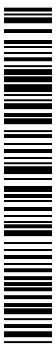
The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and
- b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.



**Architects, Engineers and Surveyors General Liability
Extension Endorsement****15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

- A.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

- (1)** Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2)** Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3)** Property loaned to the **Named Insured**;
- (4)** Personal property in the care, custody or control of the **Insured**;
- (5)** That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6)** That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

- i.** tools, or equipment the **Named Insured** borrows from others, nor
- ii.** other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

- a.** property at a job site awaiting or during such property's installation, fabrication, or erection;
- b.** property that is **mobile equipment** leased by an **Insured**;

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- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C. The following paragraph is added to LIMITS OF INSURANCE:**

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D. Paragraph 6., Damage To Premises Rented To You Limit, of LIMITS OF INSURANCE** is deleted and replaced by the following:

- 6.** Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition** is deleted and replaced by the following:

- (ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.



**Architects, Engineers and Surveyors General Liability
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A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

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This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

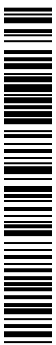
B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred



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by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

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1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c)** Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

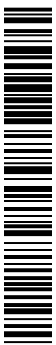
C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.





CNA PARAMOUNT

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Workers Compensation And Employers Liability Insurance Policy Endorsement

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations

3. Premium:

The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 42 03 04 B (06-2014)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 9; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 7 34284050

Policy Effective Date: 08/06/2024

Policy Page: 44 of 47

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

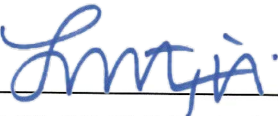
22.01 The following attachments are a part of this Agreement:

- 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

By: 
L.M. (Matt) Sebesta, Jr
County Judge
Date: May 16, 2025

ATSER, LP
a Texas company

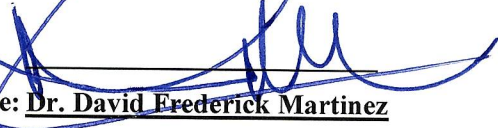
By: 
Name: Dr. David Frederick Martinez
Title: CEO, Managing Partner
Date: May 5, 2025

EXHIBIT “A”
SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE

INSERT PROPOSAL AND SCHEDULE

BRAZORIA COUNTY



RFQ 25-34



BUILDING ON "TRUE" REAL-TIME INFORMATION

www.atser.com

PRESENTERS

● **MR. MARK MADERA | PROJECT MANAGER**

● **MR. ANDREW MARTINEZ | CMT MANAGER**

● **MR. GERRY DAVILA | SUPPORT ENGINEER**

PROPOSED CONSTRUCTION TIMELINE

BRAZORIA COUNTY
 **RFQ 25-34**

~2,000 LFT / MONTH

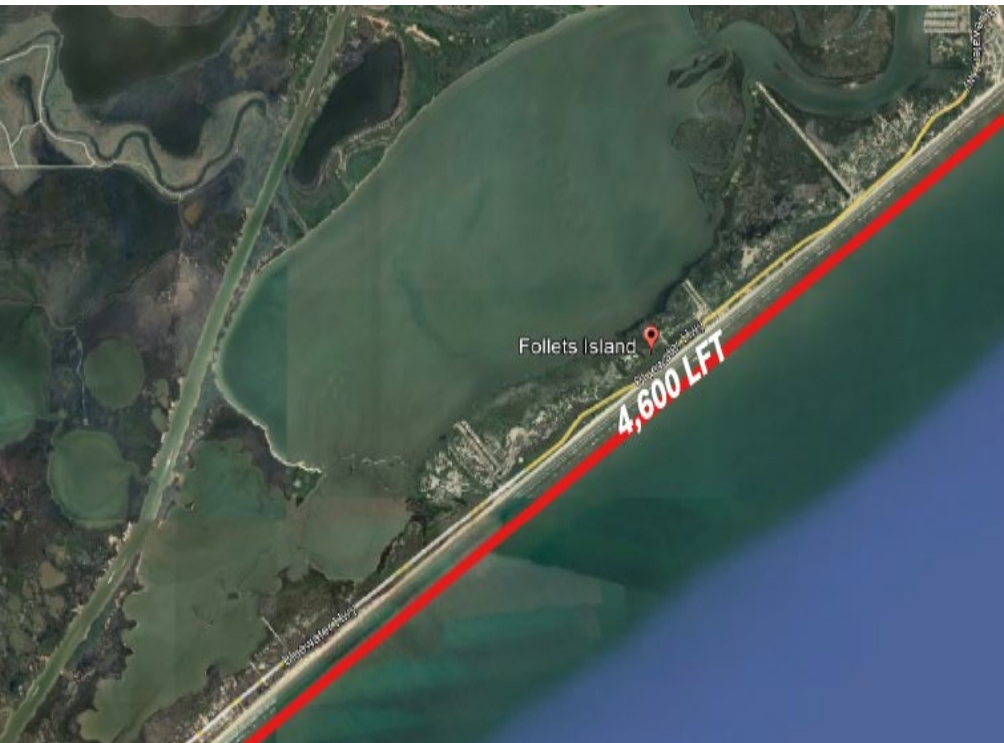
1ST MONTH

~2,000 LFT / MONTH

2ND MONTH

~600 LFT / MONTH

3RD MONTH



DURING INSTALATION

- ~100 Lft Per Day/5 Days Per Week.
- Full Time Daily Water Inspector.
- Full Time Daily Sand Inspector.
- Project Manager 25%.
- Subject Matter Experts: as-needed basis.

FOLLOWING INSTALATION

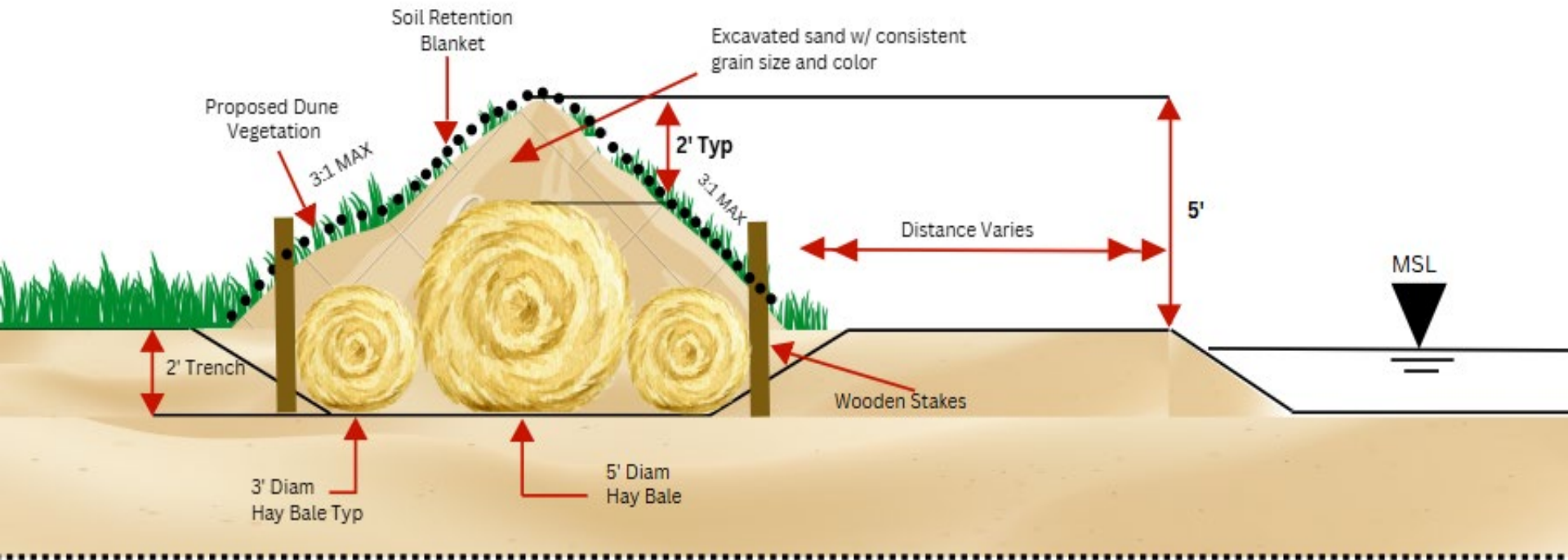
- Inspector – Weekly reviews.
- After first month if vegetation is stable the inspection will shift to bi-weekly check to control proper growth.

PROPOSED OUTCOME

BRAZORIA COUNTY

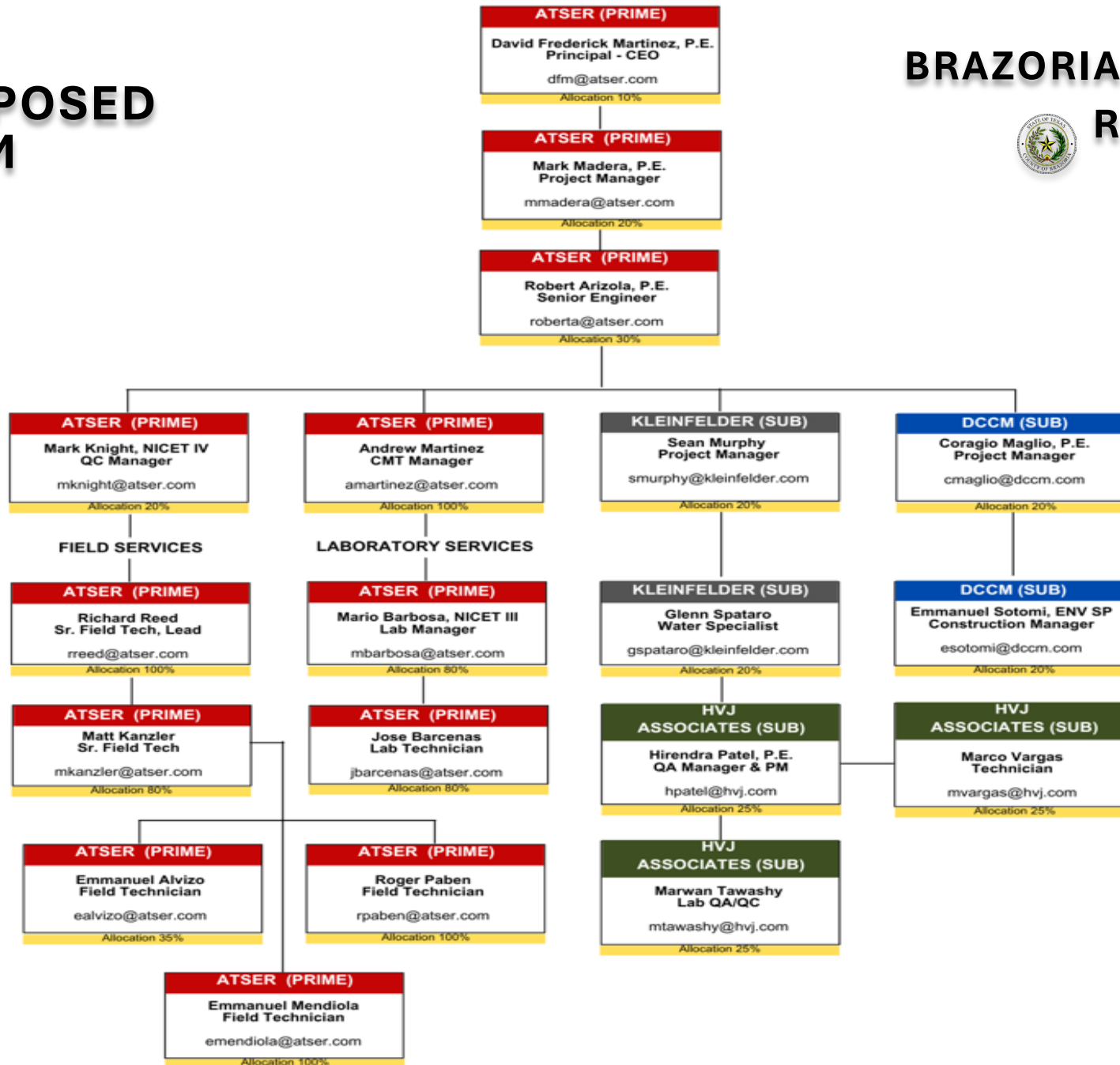


RFQ 25-34



PROPOSED TEAM

BRAZORIA COUNTY RFQ 25-34





LABOR/PERSONNEL					
Contractor	Role	Unit	Qty	Rate	Subtotal
ATSER/DCCM	Lead Project Manager, P.E.	hour	112	\$ 175.00	\$ 19,600.00
DCCM	Senior Costal Engineer, P.E.	per hour	32	\$ 340.00	\$ 10,880.00
DCCM	Subject Matter Expert	per hour	32	\$ 224.00	\$ 7,168.00
ATSER	CMT Project Manager, P.E.	hours	48	\$ 150.00	\$ 7,200.00
ATSER/DCCM	Certified Inspector	hour	584	\$ 95.00	\$ 55,480.00
ATSER/DCCM	Certified Inspector, OT	hour	132	\$ 142.50	\$ 18,810.00
ATSER/HVJ	Certified Technicain	hour	160	\$ 65.00	\$ 10,400.00
ATSER	Admin Support	per hour	180	\$ 60.00	\$ 10,800.00
KLEINFELDER	Certified Technician (Approx. Quantity)	per sample*	33	\$ 1,000.00	\$ 33,000.00
Labor Subtotal					\$ 173,338.00
LABORATORY TESTING					
ATSER	Soil Sieve Analysis (ASTM	each	28	78	\$ 2,184.00
ATSER/Other	Silca Test	each	28	450	\$ 12,600.00
ATSER/Other	Salt Test	each	28	300	\$ 8,400.00
ATSER	Deleterious Materials	each	28	60	\$ 1,680.00
Labor Subtotal					\$ 24,864.00
OTHER COST					
ATSER	Vehicle Charge(Inspector)	Monthly	3	\$ 1,200.00	\$ 3,600.00
ATSER/DCCM/ HVJ/KLEINFELDE	Vehicle Charge(Inspector)	hourly	385	\$ 15.00	\$ 5,775.00
ATSER	Phones	Monthly	12	\$ 50.00	\$ 600.00
Other Cost Subtotal					\$ 9,975.00
Labor Subtotal					\$ 173,338.00
Laboratory Test					\$ 24,864.00
Other Cost Subtotal					\$ 9,975.00
Project Subtotal					\$ 208,177.00



102

TxDOT
Precertification

8

PhD & P.E.
Certified
Personnel

**MBE
& SBE**

COH
Certified

119

**ACI, NICET,
OSHA &
WACEL**
Certifications

**A2LA &
AASHTO**

Laboratory and
Personnel
Certified



BUILDING ON "TRUE" REAL-TIME INFORMATION



WHY ATSER...



Extensive Local Expertise in
Over 200 Projects of All Scales



Over 30 Years of
Demonstrated Success
in Mega Projects



Reliable Delivery on Time and
Budget with Proven Track
Record of Success.



Guaranteed Effective
Collaboration as Prime
or Subcontractor



**THANK YOU TO BRAZORIA COUNTY
FOR YOUR TIME AND
CONSIDERATION.**

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

EXHIBIT C

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

AGREED TO AND ACKNOWLEDGED THIS *[date]* _____

ATSER, LP
a Texas company

By: 

Name: Dr. David Frederick Martinez

Title: CEO, Managing Partner

Date: May 5, 2025

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://brazoriacountytexas.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

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.

ATSER, LP

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

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

N/A

Name of Officer

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

N/A

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

☐ Yes

☒ No

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

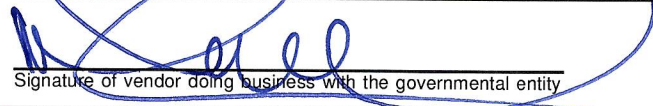
☐ Yes

☒ No

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

N/A

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

7 

Signature of vendor doing business with the governmental entity

05/05/2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

EXHIBIT “F”
CONTRACT AMENDMENTS

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

BRAZORIA COUNTY RESPONDENT CERTIFICATION FORM

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

ATSER, LP

LEGAL NAME OF CONTRACTING COMPANY

76-0590821

FEDERAL I.D. # (Company or Corporation)

SOCIAL SECURITY # (Individual)

(281) 999-9961

TELEPHONE NUMBER

(281) 999-9962

FACSIMILE NUMBER

Dr. David Frederick Martinez

CONTACT PERSON

CEO, Managing Partner

TITLE

1150 Richcrest Drive

COMPLETE MAILING ADDRESS

Houston, TX

CITY & STATE

77060

ZIP CODE

1150 Richcrest Drive

COMPLETE STREET ADDRESS

Houston, TX

CITY & STATE

77060

ZIP CODE

dfm@atser.com

EMAIL ADDRESS

CERTIFICATION

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



SIGNATURE

“must be authorized to execute on behalf of company”

1/31/2025

DATE

Dr. David Frederick Martinez

Typewritten or Printed Name

CEO, Managing Partner

Title

BRAZORIA COUNTY
RESPONDENT'S AFFIRMATION

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

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

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

(Please check all that are applicable)

☒ Does not own taxable property in Brazoria County.

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

BIDDER/RESPONDENT'S SDNs/BLOCKED PERSONS AFFIRMATION

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

(Please check all that are applicable)

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

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

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

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

Bidder/Respondent Company Name ATSER, LP

Signature of Company Official  Date 1/31/2025

Company Official
(Printed Name) Dr. David Frederick Martinez

Official's Position CEO, Managing Partner

WORKERS' COMPENSATION REQUIREMENTS

BIDDER/RESPONDENT INSTRUCTIONS:

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

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

Workers' Compensation Insurance Coverage

A. Definitions

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

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

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

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

- (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificated of coverage on file for the duration of the project and for one (1) year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew of should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (9.1) - (9.7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier of, or in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administration penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

If awarded a contract for RFSQ#25-34, by my signature below, I certify that I will provide workers' compensation insurance coverage for each employee employed on this project. I also certify that each of my subcontractors will also provide workers compensation for each employee employed on this project.



SIGNATURE

Dr. David Frederick Martinez

Typewritten or Printed Name

1/31/2025

DATE

CEO, Managing Partner

Title

CERTIFICATION REGARDING LOBBYING

Certifications For Contracts, Grants, Loans, And Cooperative Agreements

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

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

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



Signature/Authorized Certifying Official

Dr. David Frederick Martinez, CEO, Managing Partner

Typed Name and Title

ATSER, LP

Applicant / Organization

1/31/2025

Date Signed

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

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

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

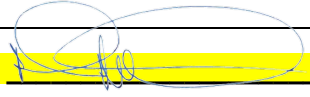
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

0348-0046

Disclosure of Lobbying Activities

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

Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	Report Type: _____ a. initial filing _____ b. material change
Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: N/A Congressional District, if known:	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:	
Federal Department/Agency: N/A	7. Federal Program Name/Description: CFDA Number, if applicable: N/A	
Federal Action Number, if known: N/A	9. Award Amount, if known: \$ N/A	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> N/A	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> N/A	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: Dr. David Frederick Martinez Title: CEO, Managing Partner Telephone No.: (281) 999-9961 Date: 1/31/2025	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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

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

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

Or

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

ADDENDA (IF APPLICABLE)

VENDOR TO INSERT ADDENDA HERE

NON-COLLUSION AFFIDAVIT

THE STATE OF TEXAS

OWNER ATSER, LP

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

Dr. David Frederick Martinez, CEO, Managing Partner

Name

Title

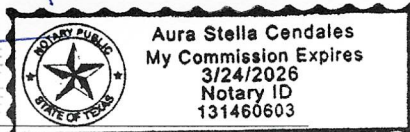
SWORN TO AND SUBSCRIBED BEFORE ME by the said David F. Martinez, this 2 day of
February, 20 25, to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for

State of Texas

Printed Name: Stella Centales

My Commission Expires: 03/24/26



TEXAS GOVERNMENT CODE 552, SUBCHAPTER J

ACKNOWLEDGEMENT FORM

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



SIGNATURE

“must be authorized to execute on behalf of company”

Dr. David Frederick Martinez

Typewritten or Printed Name

1/31/2025

DATE

CEO, Managing Partner

Title

SUBCHAPTER J. ADDITIONAL PROVISIONS RELATED TO CONTRACTING INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) on completion of the contract, either:

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

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

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

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

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

(1) be in writing;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM

(Vendor to sign form if applicable to telecommunications)

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

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

ATSER, LP

COMPANY NAME



SIGNATURE OF COMPANY REPRESENTATIVE

Dr. David Frederick Martinez

PRINTED NAME

CEO, Managing Partner

TITLE

1/31/2025

DATE

BRAZORIA COUNTY
VENDOR DATA SHEET

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

VENDOR NAME ATSER, LP

COMPLETED BY: Dr. David Frederick Martinez DATE FORM COMPLETED: 1/31/25

SAM.GOV: VENDOR D & B DUNS NUMBER: 82-555-2748 CAGE CODE: 1UPS3

Is vendor incorporated? ☐ Yes ☒ No; If incorporated: How incorporated: _____ Where incorporated: _____

Has Name Changed in past two (2) years? ☐ Yes ☒ No If Yes, When _____

FORMER NAME: _____

1150 Richcrest Drive

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

Houston

CITY

TX, 77060

STATE / ZIP

Dr. David Frederick Martinez

PRIMARY PERSON AUTHORIZED TO EXECUTE A
FINANCIAL/BANKING AGREEMENT

CEO, Managing Partner

TITLE

(281) 999-9961

TELEPHONE #



SIGNATURE OF ABOVE INDIVIDUAL

dfm@atser.com

EMAIL ADDRESS

SECONDARY PERSON AUTHORIZED TO EXECUTE
A FINANCIAL/BANKING AGREEMENT

TITLE

()

TELEPHONE #

SIGNATURE OF ABOVE INDIVIDUAL

EMAIL ADDRESS

www.atser.com

WEBSITE ADDRESS

REMITTANCE INFORMATION

REMIT TO NAME (If different from above)

1150 Richcrest Drive

REMIT TO ADDRESS

Houston

CITY

TX, 77060

STATE / ZIP

Charlene Martinez, Accounting

CONTACT PERSON/TITLE

(281) 999-9961

TELEPHONE #

(281) 999-9962

FACSIMILE #

cmartinez@atser.com

EMAIL ADDRESS

Is this the only remit address you have?
If no, please provide information:

☒ Yes ☐ No

PLEASE COMPLETE THE W-9 FORM & RETURN IT WITH THE VENDOR DATA SHEET
(NOTE: 1099 FORMS WILL BE SENT TO THE ADDRESS ON THE W-9)

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above ATSER, LP	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 1150 Richcrest Drive	Requester's name and address (optional)
6 City, state, and ZIP code Houston, Texas, 77060	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
7	6		-	0	5	9	0	8	2 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► **1/31/2025**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

² Circle the minor's name and furnish the minor's SSN.

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

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.

ATSER, LP

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

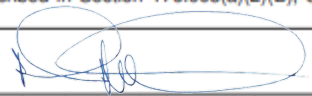
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ 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

1/31/25

Date

BRAZORIA COUNTY
ADDENDUM NUMBER 1
RFSQ#25-34 CONSTRUCTION ENGINEERING AND INSPECTION AND MATERIAL TESTING
SERVICES FOR FOLLETS ISLAND DUNE RESTORATION PHASE 2 BLUE WATER
HIGHWAY DUNES PROJECT

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFSQ PACKAGE.

This Addendum modifies the RFSQ#25-34 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
2. BRAZORIA COUNTY CLARIFICATION:

The following item found on page 10/27, Section 14. Additional Requirements, item 14.4 has been updated and reflects the following change denoted in red.

Item 14.4 Procurement of Recovered Materials (Solid Waste Disposal Act) (2 CFR 200.323):

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

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

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

The list of EPA-designate items is available at

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

Item 36. of the Standard Terms and Conditions found on page 18/27 of the RFP document has been updated and reflects the following change denoted in red.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION (2 CFR 200.16): 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.

The Prohibited Telecommunications and Video Surveillance Services and Equipment Certification Form found in Exhibit A has been revised to include additional language. The revised form is posted in Bonfire and labeled as 25-31 Addendum No.4 Revised Telecommunications Form.

Please include the revised form in your Exhibit A submission.

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

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

ATSER LP

LEGAL NAME OF CONTRACTING COMPANY

(281) 999-9961

TELEPHONE NUMBER



SIGNATURE

(281) 999-9962

FACSIMILE NUMBER

David Frederick Martinez

NAME AND TITLE PRINTED

*Addendum approved by:



Susan P. Serrano, CPPO, CPPB
County Purchasing Director

02/11/2025

Date

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM

(Vendor to sign form if applicable to telecommunications)

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

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

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

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

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

ATSER LP

COMPANY NAME



SIGNATURE OF COMPANY REPRESENTATIVE

David Frederick Martinez

PRINTED NAME

CEO | Principal

TITLE

02/12/2025

DATE

EXHIBIT B – FIRM RESPONSE

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

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

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

- **Letter of Interest**, *limited to one (1) page maximum*, 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.
- **Technical Approach**, *limited to five (5) pages maximum*:
- **Firm Experience and References**, *limited to ten (10) pages maximum*:
- **Workload Capacity**, *limited to two (2) pages maximum*
- **Professional Qualifications and Individual Experiences**, *limited to one (1) page maximum for the organizational chart and two (2) pages maximum per resume*

LETTER OF INTEREST

INSERT HERE

February 14, 2025
Ms. Susan Serrano
Brazoria County Purchasing Director
111 E. Locust Street, Bldg. A-29, Ste 100
Angleton. TX, 77515

RFSQ #25-34 CONSTRUCTION ENGINEERING AND INSPECTION AND MATERIAL TESTING SERVICES FOR FOLLETS ISLAND DUNE RESTORATION PHASE 2 BLUE WATER HIGHWAY DUNES PROJECT

Dear Procurement Services Department,

On behalf of ATSERS LP, I am honored to submit our response to the Request for Statement of Qualifications (RFSQ #25-34) for Construction Engineering, Inspection, and Material Testing Services required for the Follets Island Dune Restoration Phase 2 Blue Water Highway Dunes Project. **With over 30 years of expertise in Project Management Construction, Construction Engineer Inspection and Construction Material Testing (CMT)**, ATSERS is ideally positioned to provide exceptional quality assurance services that uphold the highest standards of safety, quality, and compliance. Our laboratories are certified by A2LA and AASHTO, underscoring our commitment to excellence.

Availability: ATSERS is fully prepared to meet Brazoria County's project requirements **within the required timeframe**. With a seasoned team of over 80 certified engineers, inspectors, and technicians, we have the expertise to manage **multiple projects** while maintaining an exemplary record of over 200 successful public infrastructure developments. As a certified SBE and MBE entity, we integrate diversity and excellence into every aspect of our operations. **Our proven capacity, combined with strategic resource allocation, ensures timely and high-quality project execution.** With the necessary workforce and resources readily available, we are well-positioned to meet project deadlines without delays. To further enhance delivery, we leverage advanced technology seamlessly integrated with client systems, optimizing efficiency and responsiveness.

ATSERS has strategically partnered with **DCCM** for specialized in CMT coastal projects, **Kleinfelder** for water testing expertise and HVJ Associates for supplementary CMT services. These collaborations bolster our capability to deliver comprehensive and reliable services for the project. Enclosed with this letter, you will find a detailed account of our technical approach, demonstrated past performance on analogous projects, and our readiness to meet and exceed the objectives of Brazoria County. Key personnel dedicated to ensuring the success of this project include:

- **Dr. David Frederick Martinez, P.E.** – Principal, CEO
- **Mr. Mark Madera, P.E.** – Lead Project Manager
- **Mr. Robert Arizola, P.E.** – Senior Engineer
- **Mr. Mark Knight, NICET IV** – QC Manager
- **Mr. Andrew Martinez** - CMT Manager
- **Mr. Mario Barbosa, NICET II**, – Lab. Manager
- **Mr. Richard Reed, NICET II** – Sr. Field Tec. Lead
- **Mr. Matt Kenzler** – Senior Field Technician
- **Mr. Jose Barcenar** – Laboratory Technician
- **Mr. Emmanuel Alvizo** – Field Technician
- **Mr. Emmanuel Mendiola** – Field Technician
- **Mr. Roger Paben** – Field Technician
- **Mr. Sean Murphy** – Project Manager
- **Mr. Glenn Spataro** – Water Specialist
- **Mr. Coraggio Maglio, P.E.** – PM – Coastal Projects
- **Mr. Emmanuel Sotomi, ENV** – CM – Coastal Projects
- **Mr. Hirendra Patel, P.E.** – QA Manager & PM
- **Mr. Marwan Tawashy** – Lab QA/QC
- **Mr. Marco Vargas** – Technician

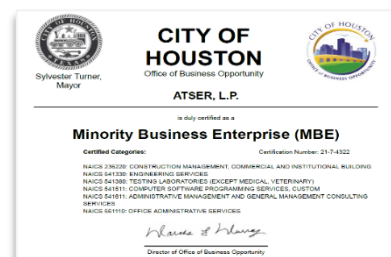
We are committed to delivering superior quality services, underlined by our comprehensive Quality Assurance/Quality Control (QA/QC) plan. This ensures all aspects of our work meet the highest industry standards. Our longstanding partnerships with major clients underscore our capability to deliver projects on time, within budget, and with exceptional quality.

Thank you for considering our proposal. Should you have any questions or require further clarification, please do not hesitate to contact me directly.

Sincerely,



David Frederick Martinez
CEO | Principal



TECHNICAL APPROACH

INSERT HERE

TECHNICAL APPROACH

Since its founding in 1993, ATSER LP has developed into a premier engineering firm, renowned for its extensive range of services and steadfast commitment to quality. Based in Houston, Texas, ATSER has been instrumental in tackling **complex engineering challenges for large-scale public infrastructure projects**, serving well-known clients such as the City of Houston, Harris County Engineering Department, Houston Airport Systems, the Houston Sports Authority, and numerous other municipalities across Texas.

David Frederick Martinez, PhD., PE, the visionary founder of ATSER, has made a profound **impact on the field of Construction Engineering and Inspection and Construction Material Testing (CMT) services**. With an impressive portfolio of **over 20 patents**, his innovations significantly enhance construction project management and material testing. Dr. Martinez's pioneering efforts have resulted in advanced facility control systems that integrate seamlessly with CMT operations, ensuring unmatched precision and compliance throughout every construction phase. His strategic foresight in developing technologies that standardize construction practices and ensure material quality has significantly elevated ATSER's proposals, underscoring our ability to deliver exceptional service and reliability in CMT initiatives.

ATSER distinguishes itself from competitors through a unique blend of innovative technology, a proven track record of **superior project outcomes, and exceptional service levels**. Our proprietary Manage-IT™ software system demonstrates our commitment to technological innovation, enabling real-time data collection and analysis that interfaces directly with client systems. This integration not only enhances operational efficiency but also improves the accuracy and timeliness of our reporting, providing our clients with distinct advantages in project management and execution. Moreover, ATSER's history of successful projects, especially with high-profile entities such as the City of Houston and Harris County, showcases our consistent ability to meet and surpass project specifications and client expectations.

Our unwavering commitment to quality and compliance is reflected in the full accreditation of our laboratories, which adhere to the highest industry standards. **Accredited by the American Association for Laboratory Accreditation (A2LA)**, our laboratories hold multiple certifications, including those for Construction Materials Testing and Geotechnical Engineering Testing. These certifications meet the stringent requirements set by public entities across Texas and are further reinforced by accreditation from the **American Association of State Highway and Transportation Officials (AASHTO)**. Spanning a comprehensive range of services—from soil testing to quality management systems—these accreditations validate our dedication to precision, reliability, and excellence. Fully aligned with the RFQ's specifications, they reaffirm ATSER's position as a trusted leader in delivering high-quality, compliant, and dependable testing services for the construction industry.

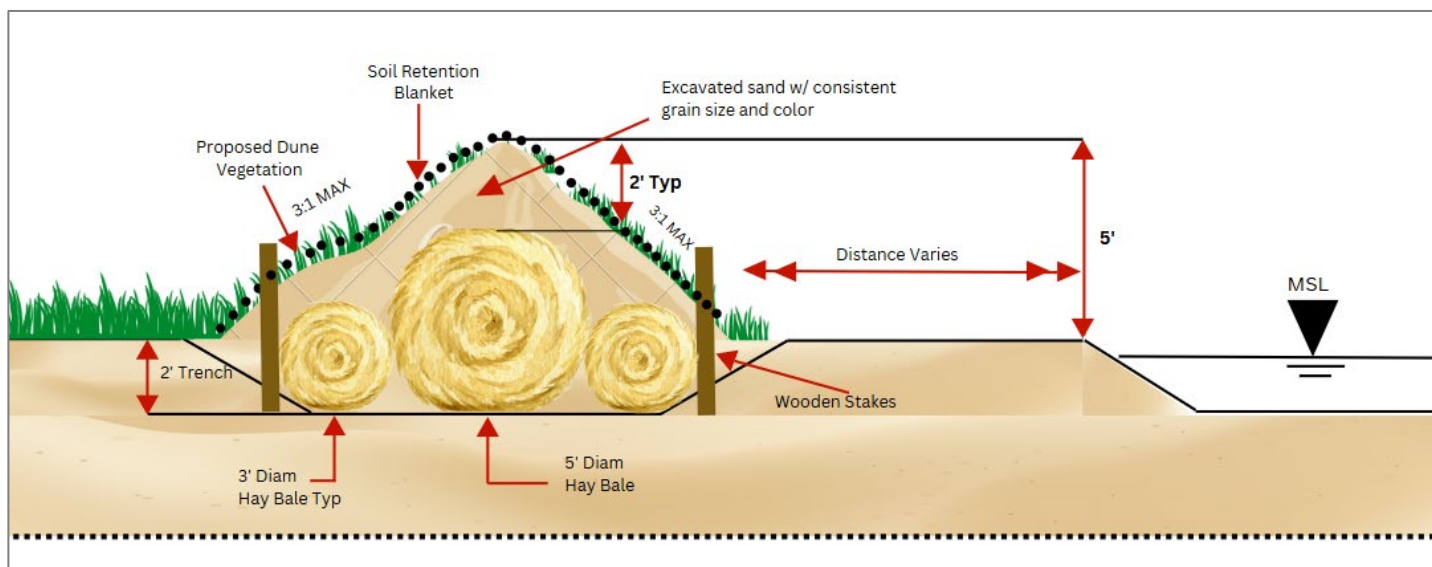
Project Understanding:

ATSER understands that Brazoria County, Texas, is seeking a **Program Management Construction Firm, Construction Materials Testing (CMT), and Construction Engineering & Inspection (CE&I) services** for the **Blue Water Highway and Beach Access Five Dune Maintenance Project**—a federally funded initiative requiring strict adherence to regulatory guidelines, budget constraints, and scheduling milestones. The **Blue Water Highway (Brazoria County Road 257)** serves as the **primary evacuation route for Follets Island**, making its preservation crucial for public safety and emergency response. By restoring approximately **4,600 linear feet of dunes** along this corridor, the County aims to **enhance coastal resilience, protect infrastructure from storm surge, and ensure safe passage for residents and visitors during extreme weather events**.

From a **technical perspective**, ATSER recognizes that the project involves the **strategic placement of biodegradable round hay bales** to form the core structure of the dunes. This includes:

- **A shallow (~2-foot) excavation trench**, where **five-foot diameter hay bales** will be positioned along the centerline, flanked by **three-foot diameter bales** on either side.
- **Reutilization of excavated sand** to shape the dunes, ensuring minimal material waste.
- **An additional two feet of sand cover**, bringing the final **dune height to five feet above existing ground**, maintaining a maximum of **3:1 side slope** for stability.
- **Biodegradable soil retention blankets** to prevent erosion and sustain the dune structure.

- **Planting of native vegetation**, including **marshhay cordgrass**, **sea purslane**, **sea oats**, and **bitter panicum**, to further stabilize the dunes and promote long-term coastal protection.



By **leveraging our expertise in coastal restoration** and **applying structured project management strategies**, ATSERS will oversee construction activities efficiently and proactively. We will maintain **open communication** with Brazoria County, state agencies, and federal oversight entities to ensure **quality assurance, regulatory adherence, and seamless execution**.

To enhance our capabilities, we are collaborating with **DCCM**, with support from an **experienced coastal sediment materials engineer**, whose specialized knowledge will **bolster the technical proficiency of our workforce**. Additionally, **Kleinfelder and HVJ** are bringing their **seasoned teams** to the project, ensuring that **all aspects of construction management, materials testing, and inspection** are conducted to the highest standards. Working together, we are fully committed to delivering a **successful, compliant, and impactful** project for **Brazoria County and the residents of Follets Island**.



Understanding of Compliance in Administering a Federally Funded Project

Given that this project is federally funded, ATSER's approach prioritizes full regulatory compliance while maintaining rigorous cost and schedule controls. Our methodology integrates:

- **Construction Inspections:** Ensure compliance with local, state, and federal standards. Our role is to perform QA inspections and verify that the project is constructed following the contract documents and specifications and complying with all environmental regulations. ATSER assigns experienced inspectors to lead daily inspection activities to meet the contractor's construction schedule. He will distribute inspection and observation tasks based on the scheduled day's critical work activities and each inspector's certifications/ experience to ensure quality inspections are performed. ATSER applies full-time, hold point, and spot inspections for work activities.
- **Detailed Recordkeeping and Transparent Reporting:** Align with funding agency requirements.
- **Proven Cost-Control Measures:** Keep expenditures in check while optimizing resources. For monitoring and forecasting the CEI budget, we calculate burn rates and prepare a cost-to-complete spreadsheet, which allows for timely decisions and tracking of the DBE commitment compliance. We report the financial status of the budget in our monthly meeting and progress report to Brazoria County.
- **Regular Progress Assessments: Proactively mitigate risks and prevent delays.** We schedule weekly and monthly meetings to assess project progress. We also schedule daily huddles to discuss the daily work and any issues that may have developed from recent construction activities.

ATSER is highly experienced in administering **federally funded projects**, with a proven track record of ensuring **compliance with federal regulations** across initiatives in **infrastructure, transportation, and public safety**. Our team has successfully navigated requirements for agencies such as the **Federal Highway Administration (FHWA)**, **Federal Transit Administration (FTA)**, and **FEMA**, ensuring strict adherence to **funding guidelines, environmental policies, and construction standards**.

Given that **Brazoria County administers dune protection construction programs**, its **permit office** will likely review the design and monitor construction for this dune restoration project. Additionally, **FEMA recognizes sand dunes as essential protective barriers** against tidal waves and storm surges, meaning the agency may also have **jurisdiction over permitting and regulatory reviews** for dune reconstruction efforts. ATSER's expertise in working with local, state, and federal agencies ensures smooth navigation of these processes.

Recognizing the **critical environmental aspects** of this project, ATSER is committed to **environmental stewardship and regulatory compliance**. For every project, we include a **dedicated Environmental Engineer** who oversees **environmental impact assessments, regulatory compliance, and mitigation strategies**. This ensures proactive attention to **coastal ecosystem preservation, habitat protection, and sustainable construction practices**, all while aligning with the standards set by **TCEQ, U.S. Army Corps of Engineers, and FEMA**. By integrating these measures, ATSER promotes **long-term coastal resilience** while safeguarding natural resources.

Our **compliance strategy** is rooted in proven methodologies designed to meet the specific requirements of federally funded projects:

1. **Mastery of Federal Regulations:** Familiarity with critical guidelines such as **2 CFR Part 200, Buy America provisions, Davis-Bacon Act requirements**, and other federal funding mandates.
2. **Detailed Documentation:** Utilizing ATSER's **Manage-IT™ software** for **real-time project tracking**, automated compliance reporting, and seamless data management to ensure accountability.
3. **Quality Assurance:** Employing rigorous **QA/QC measures** to align with federal standards for material testing, construction oversight, and financial reporting.
4. **Proactive Risk Management:** Identifying and addressing challenges related to **environmental compliance, funding documentation, and stakeholder coordination** through thorough planning and continuous monitoring. We keep an active risk register that is updated weekly. Risks are identified, discussed, and assigned to personnel who are in charge of eliminating or minimizing the identified risks.

By combining our **technical expertise, environmental focus, and regulatory knowledge**, ATSERS is prepared to navigate the complexities of **Brazoria County's Blue Water Highway and Beach Access Five Dune Maintenance Project**, ensuring its successful execution while upholding the highest standards of quality and compliance.

Knowledge of Local Regulatory Agencies and Their Requirements

ATSERS has **extensive experience aligning with the specific regulations required for Texas State**. We have successfully navigated regulatory compliance on projects for **TxDOT, Harris County, the City of Houston, the City of Galveston, and other local agencies**, ensuring adherence to state and federal guidelines. Our expertise extends to **Brazoria County's permitting and regulatory frameworks**, positioning us as a **trusted partner** in managing compliance and approval processes for the **Blue Water Highway and Beach Access Five Dune Maintenance Project**. We are well-versed in the requirements of:

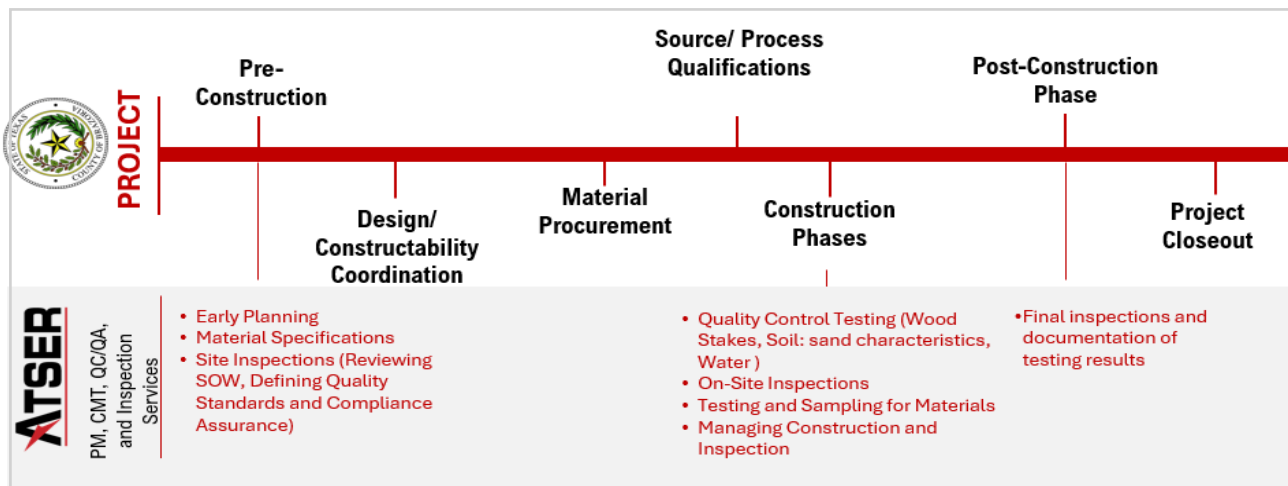
- Texas Commission on Environmental Quality (TCEQ)
- Texas Parks and Wildlife Department
- U.S. Army Corps of Engineers
- Environmental Protection Agency (EPA)
- Occupational Safety and Health Administration (OSHA)
- U.S. Fish and Wildlife Service
- Coastal Commissions, Local Planning and Zoning Departments, and Utility Companies

We have successfully implemented these regulatory strategies on past projects, including **City of Houston Wastewater CMIS, Treashwig Road Improvements, Cloverleaf Stormwater Infrastructure, Harris County Pollution Control, and City of Pasadena Shaver Street Upgrades**. These **water-related projects** required compliance with **TCEQ standards, floodplain management regulations, and federal environmental guidelines**—the same level of diligence we will apply to Brazoria County's project.

For instance, in **Harris County Pollution Control and Cloverleaf Stormwater Infrastructure**, ATSERS provided **Construction Materials Testing (CMT) services**, ensuring **compliance with environmental standards, structural integrity, and coordination with utility providers**. Likewise, in **Treashwig Road Improvements and City of Pasadena Shaver Upgrades**, we successfully managed **permitting challenges, regulatory compliance, and stakeholder coordination**—ensuring smooth execution within **state and federal guidelines**.

By leveraging this proven experience, ATSERS will ensure that **Brazoria County's project remains fully compliant, on schedule, and within budget**, while maintaining **collaboration with local, state, and federal agencies**. Our expertise in **coastal and floodplain environments** allows us to **anticipate potential challenges, proactively address them, and deliver high-quality, regulatory-compliant solutions** for Brazoria County.

Suggested Timeline of events



FIRM EXPERIENCE & REFERENCES

INSERT HERE

FIRM EXPERIENCE AND REFERENCES

ATSER, a company with a robust foundation in Construction and Engineering, boasts an impressive track record spanning over 30 years and encompassing more than 200 projects, many of which are financed with public and federal funds. Our extensive experience as both a prime contractor and a subcontractor underscores our versatility and capability to deliver efficient results in a diverse range of projects, including those with stringent federal requirements.

Our expertise extends to managing projects that are often complex due to federal funding stipulations, such as those we've undertaken with the Houston Airport System (FAA), Harris County Engineering, Harris County Flood Control (FEMA), TxDOT (DOT), City of Houston, the City of Pasadena, among others. Notably, our involvement in federal projects has grown significantly over the years, including detailed work in the airport construction field and infrastructure projects that are crucial for coastal defense, such as dune and wetland restoration adjacent to shores.

We have forged strong partnerships with key players in the infrastructure sector, demonstrating our proficiency and commitment to excellence across numerous projects. Our portfolio includes successful collaborations with esteemed entities such as the Houston Airport Systems (HAS), Harris County Toll Road Authority (HCTRA), Texas Department of Transportation (TxDOT), and the Port of Houston Authority (PHA). These partnerships highlight our role as a knowledgeable and trusted ally in public infrastructure projects, significantly contributing to our reputable standing in the industry.

Our most recent federal engagement involved supporting the Department of Transportation in Glacier National Park, Montana, where our team provided quality control management and construction material testing for critical infrastructure upgrades, including the reconstruction of the Going-to-the-Sun Road and the new North McDonald Creek Bridge. This project, like many others, required meticulous attention to quality assurance to meet federal standards, ensuring that both quality control and quality assurance data trends align precisely for contractor work acceptance.

Positioned strategically in Texas, ATSER is dedicated to meeting the comprehensive testing and inspection demands of every project. Our local presence enables us to respond promptly and effectively, ensuring that all project requirements are met with the highest standards of quality and precision. Whether serving as a prime contractor or a subcontractor, ATSER is committed to excellence and client satisfaction, making us an ideal partner for your next project, especially those involving complex federal funding criteria and rigorous quality assurance needs.

ATSER /Mr. Madera Experience in Project Management:

ATSER takes pride in delivering exceptional Construction Project Management, a cornerstone of our services honed over decades. We are committed to managing projects efficiently, adhering to timelines and budgets, which consistently satisfy client expectations. Our team includes seasoned project managers skilled in handling complex challenges across diverse environments, including coastal and marine settings. To enhance our capabilities, we engage subconsultants with targeted expertise, fortifying our robust and comprehensive approach.

Leading our project management is **Mr. Mark Madera, who brings over 38 years of critical experience in the construction industry.** Mr. Madera has distinguished himself by directing **landmark coastal projects** such as the **Fred Hartman Bridge, the Baytown Tunnel removal, and the Kemah Bridge.** These projects highlight his adeptness in coastal engineering, where he has successfully navigated the intricacies of environmental regulations and the specific challenges posed by marine contexts. His strategic leadership in these projects has not only proven his expertise but also solidified his reputation as a master in managing high-stakes projects.

Mr. Madera's collaborations with respected entities such as TxDOT and Harris County have deepened his insights into Texas state regulations, enhancing his leadership capabilities. His strong relationships with clients facilitate effective communication and timely resolution of project challenges. His approach to strategic resource management has consistently yielded optimized project outcomes, showcasing his ability to enhance operational efficiency and manage costs effectively. This focus on strategic resource allocation is crucial for achieving positive results in his projects.

As the Project Manager for Brazoria County Projects, Mr. Madera employs a comprehensive skill set to ensure project progress is accurately reported to stakeholders and aligned with project phases. He proactively conducts follow-up meetings to review key project elements and address issues promptly to mitigate risks and maintain project continuity. His proactive management style ensures that every phase of a project meets our high standards and client expectations, leading to successful outcomes and strengthened client relationships.

Experience in CEI

David Frederick Martinez, PhD., PE, the visionary founder of ATSER, has profoundly impacted the field of Construction Engineering Inspection (CEI) and Construction Material Testing (CMT) services. With an impressive portfolio of over 20 patents, his innovations have significantly enhanced construction project management and material testing. Dr. Martinez's pioneering efforts have resulted in advanced facility control systems that integrate seamlessly with CMT operations, ensuring unmatched precision and compliance throughout every construction phase. His strategic foresight in developing technologies that standardize construction practices and ensure material quality has significantly elevated ATSER's proposals, underscoring our ability to deliver exceptional service and reliability in CEI initiatives.

Building on this foundation, ATSER has over three decades of experience in managing CEI projects, ensuring comprehensive oversight from start to finish within clearly defined and approved budgets, resources, and schedules. Our team is adept at conducting detailed daily inspections, meticulously documented in comprehensive reports that reflect Dr. Martinez's emphasis on precision and standardization. These reports include critical details such as material specifications, site locations, and prevailing weather conditions, along with in-depth reviews of project progress and compliance.

We place a strong emphasis on the resolution of any project discrepancies, actively pursuing review processes to address and rectify inconsistencies promptly and effectively. This diligent follow-up ensures that every aspect of the project aligns with the overarching goals and standards required for successful completion, a principle that is deeply embedded in the innovations brought forth by Dr. Martinez.

Documentation and data integrity are key aspects of our CEI services. We maintain all project-related documents in specified databases, continuously updating and securing data to ensure information accuracy and accessibility. For seamless integration and communication within project frameworks, we utilize the latest industry-specific software tailored to client needs. For Brazoria County projects, we employ PM Vitals, which aligns with the county's specific reporting requirements and operational specifications, reflecting Dr. Martinez's vision for using advanced technologies to enhance project management and reporting.

This structured approach to CEI allows ATSER to provide services that are not only compliant with client expectations but also contribute to the streamlined and successful completion of complex engineering projects, directly benefiting from the technological advancements and strategic insights of our founder, Dr. David Frederick Martinez.

Experience in CMT

ATSER has established a formidable reputation in Construction Material Testing (CMT), leveraging our skilled field technicians who have conducted extensive testing on various types of soils across Texas. This crucial work ensures that the soil—the foundational element of any construction project—provides a stable base, critical for the safety and longevity of infrastructure developments. Our comprehensive testing spans from the coastal regions through the interior to the north, granting us a nuanced understanding of Texas' diverse geotechnical environments. Under various weather conditions, our team's efforts continue to uphold the structural integrity essential for successful project outcomes.

Our laboratories, accredited by A2LA and AASHTO, provide our clients with confidence that our testing meets the highest standards. These facilities perform a wide array of tests assessing consistency, strength, moisture content, and physical properties such as odor, texture, color, and size. This detailed and rigorous approach ensures that our CMT services not only meet but exceed the demands of complex construction projects, significantly contributing to the structural integrity and durability of the buildings we help to erect.

Committed to maintaining our lead in the industry, ATSER values collaboration with other top experts, enhancing our projects with a broad spectrum of specialized knowledge. We are supported by reputable subcontractors like:

- **Kleinfelder**, established in 1961, is a multinational engineering firm renowned for its expertise in water cycle services, including water and wastewater treatment and technical support. Their technicians are specialists in water quality testing, conducting both in-situ tests and detailed laboratory analyses essential for adhering to the stringent standards required by water-related infrastructure projects. For this project, we will enlist the expertise of **Mr. Glenn Spataro**, a seasoned hydrologist with over **20 years of experience and a recognized expert in water specialist services**. He will oversee all aspects of water testing. Additionally, **Mr. Sean Murphy, a Project Manager with a solid background in construction** and a rich history of managing several government-funded projects, will also be part of the team, ensuring robust project execution and management.
- **DCCM**, boasting over 30 years of experience in Construction Materials Testing (CMT), offers invaluable expertise in **coastal sediments and environmental systems**. This specialization significantly enhances our capacity to tackle projects that involve intricate coastal and environmental challenges. To further strengthen our team, we have enlisted **Mr. Maglio, an expert in Coastal Sediments**. He brings extensive experience in CMT specifically for coastal projects, with a focus on various geographic areas in Texas. Additionally, we are supported by **Mr. Emmanuel Sotomi**, who has more than 41 years of experience in managing and executing coastal projects, providing a depth of knowledge and expertise that greatly benefits our project execution and strategy.
- **HVJ** enhances our on-site capabilities through its AASHTO-certified laboratories and deep local expertise in Texas, ensuring that all construction materials adhere to the requisite quality standards. To further bolster our team, we are joined by **Mr. Hirendra Patel**, a CME, CMT Project Manager with over 30 years of experience in geotechnical services, he will provide critical support to ATSER Services, ensuring the technical and quality aspects of our projects are meticulously managed. Additionally, we are supported by **Mr. Marwhan Tawachi, a seasoned Q/A QC Specialist**, and **Mr. Marco Vargas, a skilled Technician**. Together, they bring a comprehensive set of skills and experiences that significantly enhance our project's execution and quality assurance capabilities.

Together with these partners, ATSER delivers comprehensive and reliable CMT services, enhancing our capacity to construct safe and sustainable infrastructure across Texas—from the coast to the interior. This collaborative approach not only expands our expertise but also underscores our dedication to providing solutions that ensure the long-term stability and success of every project we undertake.

ATSER's extensive experience is demonstrated through a diverse portfolio of successful projects across Texas, where our expertise in soil analysis, material testing, and quality assurance has played a critical role in ensuring the stability and longevity of infrastructure developments:

ATSER PROJECTS

Project

1



HCFCD

Project Name: Engineering Services to Provide Materials Engineering and Testing Services in Support of a Drainage Improvements Projects in the Cloverleaf Area, Bond ID Z-02, Project ID: N100-00-00-E001, Agreement No. 2023-05

Location: Cloverleaf Neighborhood, Houston, Texas

Services: Q/A, CEI, CMT.

Construction Date: 2024 – Under Construction

Client | Project Owner: Harris County Flood Control District | CDM Smith

Point of Contact/Reference: Iraj Mostamand P.E. [Manager, Construction Division] and Steven Wright [Construction Technician]

Telephone Number: (346) 286-4824 | (346) 286-4821

Email: iraj.mostamand@hcfcd.hctx.net | steven.wright@hcfcd.hctx.net

**\$21.1 M
BUDGET**

Project Overview:

The Cloverleaf Area Drainage Improvements project, led by Engineer of Record CDM Smith, is focused on enhancing stormwater management and flood mitigation in the northern portion of the Cloverleaf neighborhood. The project scope includes the construction of a new storm sewer box culvert along Nancy Rose Street, extending from Gainesville Street to Hillsboro Street, and continuing west along Hillsboro to the end of the street. This culvert is designed to capture neighborhood drainage and convey stormwater efficiently to a new detention basin, which will ultimately drain into Carpenters Bayou (N100-00-00). Additional infrastructure improvements involve the installation of cast-in-place and precast concrete inlet structures, re-grading of local drainage ditches, and the removal and replacement of driveway culverts. Work also includes enhancing roadside ditches and upgrading the sanitary sewer system within the project boundaries: Alderson Street to the north, Hershe Street to the south, Hollywood Street to the west, and Sam Houston Tollway to the east. The project's primary objective is to improve stormwater drainage, reduce flooding risks, and ensure a more resilient drainage system for the Cloverleaf community.



Scope of Work:

ATSER's **Construction Engineering, Inspection Services, and Construction Material Testing (CMT)**: Under experienced management, our suite of services includes daily inspections and comprehensive reporting that meticulously reviews all details, ensuring informed decision-making. ATSER conducts **extensive soil testing** and compaction verification to affirm the stability of subgrade materials, assessing factors such as humidity and strength. We also perform color testing and additional stability tests as required. We maintain detailed documentation of all test results, inspections, and compliance checks, which are readily accessible to stakeholders through our Manage-IT™ system, seamlessly integrated with Harris County's eBuilder platform. Furthermore, we guarantee ongoing coordination with representatives from the Harris County Flood Control District (HCFCD), providing regular updates to enable timely project adjustments and ensure the success of our engineering endeavors.

ATSER Impact:

ATSER's rigorous CEI and CMT services are essential to the project's effectiveness and reliability. By verifying the structural integrity of critical soil and material components used in flood mitigation efforts, such as new storm sewer box culverts and concrete inlet structures, we play a pivotal role in optimizing the functionality and resilience of the drainage system. Our proactive coordination with the Harris County Flood Control District, coupled with the seamless integration of our Manage-IT™ system with Harris County's eBuilder platform, enables continuous monitoring and real-time reporting. This integration ensures compliance with project standards and facilitates timely adjustments. Through our comprehensive testing protocols and meticulous oversight, ATSER significantly enhances project outcomes, equipping the Cloverleaf community with a robust and efficient drainage system capable of withstanding severe weather conditions and protecting against flooding. This contribution not only enhances community safety but also strengthens infrastructure resilience.

Project 2



**CITY OF
PASADENA**

Project Name: Engineering Inspection and CMT for Improvement Projects

Location: Preston Boulevard, Shaver II, Shaver III, and Red Bluff, Pasadena, Texas

Services: Site characterization, field exploration, subsurface and ground water conditions, geotechnical engineering and inspection, analysis, soil laboratory tests.

Construction Date: August 12, 2022/January 25, 2023

Project Owner/Client: City of Pasadena | Prime: B&B Consulting Engineers

Point of Contact/Reference: Steve Albert, PE ENV

Email: tvb@binkleybarfield.com

Telephone Number: (713) 869-3433 x1304

**\$19 M
BUDGET**

Project Overview

This project encompassed extensive geotechnical evaluations and focused heavily on rigorous engineering inspections and construction materials testing (CMT) for the proposed infrastructure enhancements in Pasadena, Texas, covering Preston Avenue, Shaver Street, and Red Bluff Road. Key activities included the comprehensive replacement of storm sewers, the reconstruction of pavement, and the installation of advanced drainage systems, all underpinned by detailed CMT to verify material quality and adherence to The City of Pasadena specifications.



Scope of Work

ATSER conducted comprehensive **Geotechnical Investigation and Construction Material Testing** for each of the four sections of the project. The collected soil samples underwent extensive laboratory testing to measure moisture content, liquid and plastic limits, soil classification, and unconfined compressive strength, in accordance with ASTM standards such as D 2216, D 4318, D 1140, D 2166, and D2573 using a Hand Penetrometer. Additionally, piezometers were installed to monitor groundwater levels. These detailed investigations provided critical data that aligned with the phased construction schedule, enabling ATSER to deliver tailored engineering recommendations for drainage and pavement design that comply with Pasadena's Public Works Design Criteria Manual. This strategic approach facilitated timely decision-making and efficient project execution, with services encompassing site characterization, field exploration, subsurface and groundwater condition analysis, geotechnical engineering and analysis, and pavement reconstruction.

ATSER Impact:

ATSER's robust capabilities in **conducting detailed testing** and **analyzing subsurface soil conditions** are essential for supporting the City of Pasadena project. By **adhering to strict local authority and federal requirements** and delivering precise data on soil stratification and groundwater conditions, ATSER ensures compliance and optimizes engineering outcomes. Our comprehensive approach includes document control, exhaustive soil testing, which forms the backbone of our reporting and order review processes. Additionally, ATSER's expertise in generating practical geotechnical recommendations—such as optimal excavation methods, accurate bearing pressures, and suitable foundation types—upholds structural integrity and design efficiency. With a proven track record of successfully managing geotechnical services for major infrastructure projects, ATSER is exceptionally equipped to handle the complexities and high stakes of the convention center project, ensuring all necessary reports are meticulously prepared and federal standards rigorously met.

Project 3



HCED

Project Name: Harris County Pollution Control Services Renovations Country Wide
| Job # 22/0283

Location: Various Locations in Harris County

Services: PM | CMT | Quality Assurance through CEI

Construction Date: 06/10/2023 – 02/06/25024

Project Owner/Client: Harris County Engineering Department

Point of Contact/Reference: Billy Conner

Email & Phone Number: billy.conner@harriscountytexas.gov - 210-365-6916

**\$480,525.00
BUDGET**

Project Overview:

ATSER has been contracted by the Harris County Engineering Department to provide comprehensive Construction Engineering Inspection (CEI) and Construction Materials Testing (CMT) Services for a series of Harris County Pollution Control Department projects. These projects span across the county and include a diverse array of construction and renovation activities designed to enhance the efficiency and safety of the county's pollution control infrastructure. This initiative underscores ATSER's commitment to delivering high-quality engineering and testing services, ensuring that all aspects of construction meet the stringent standards required for pollution control facilities.



Scope of Work:

ATSER's scope of work encompasses a comprehensive array of soil testing, inspections, and construction activities designed to enhance infrastructure integrity and functionality:

i). Testing and Inspections: **Soil Density Testing:** Ensuring that soil compaction meets project specifications to support structures effectively. **Concrete Field Testing:** Verifying the quality of concrete used in pavement replacements and building renovations to ensure long-term durability. **Fireproof Inspection:** Assessing fireproofing measures to meet safety standards and regulatory compliance. **Structural Steel Inspection:** Inspecting steel components in construction to ensure they conform to design specifications and structural integrity requirements. **ii). Construction Components:** **Concrete Pavement Replacement:** Replacing aged or damaged concrete pavements to improve road safety and functionality. **Drainage Improvements:** Enhancing drainage systems to prevent flooding and ensure proper water management. **Building Renovations:** Upgrading facilities to improve operational efficiency and accommodate new technologies. **Entry Expansion:** Increasing the capacity of entryways to enhance accessibility and security. **iii). Quality Assurance Processes:** **Field and Laboratory Testing:** Conducting both on-site and off-site tests to validate the quality and compliance of construction materials and practices. **Reviewing Contractor Submittals:** Assessing contractors' plans and material submittals to ensure alignment with project requirements. **Reporting and Documentation:** Utilizing specialized software for accurate and timely submittal of reports and documentation, ensuring all stakeholders are kept informed of project progress and outcomes. **Equipment Calibration:** Regularly maintaining and calibrating testing equipment to ensure accurate measurements and reliable results.

ATSER Impact:

ATSER's engagement in the Harris County Pollution Control Department projects significantly bolsters the resilience and safety of the county's infrastructure. Our rigorous quality assurance testing goes beyond merely meeting standards; it ensures that each project component surpasses them, fostering more effective and durable pollution control systems.

By optimizing the testing and documentation processes and maintaining strict adherence to all specifications, ATSER provides essential support that propels project success and enhances operational performance across the county. Our dedication to quality and accuracy in these critical public works projects highlights ATSER's key role in advancing community safety and environmental protection.

PROJECT MANAGER (PM) MR. MADERA - COASTAL RELATED PROJECTS

Baytown Tunnel Removal

**\$1.3 M
BUDGET****Project Owner
TxDOT**

Mr. Madera demonstrated exceptional leadership as the Project Manager for the Baytown Tunnel Removal Project, the world's first removal of an underwater roadway tunnel. The tunnel, with a depth clearance of 40 feet (12.2 m), had to be removed to deepen the Houston Ship Channel to 45 feet (13.7 m) with a minimum bottom width of 530 feet (161.5 m) to accommodate larger ships. Faced with accelerated deterioration that pushed the project deadline from November to September, Mr. Madera took decisive action to expedite the process, assuming full responsibility for submitting the entire P.S.&E. package and handling all Plan Review inquiries. His role extended to providing comprehensive construction management and inspection services, ensuring the project adhered to all regulatory requirements. This complex TxDOT project involved not only the partial removal and modification of the underwater roadway tunnel under the Houston Ship Channel but also intricate coordination with multiple stakeholders such as the Corps of Engineers (COE), US Coast Guard, Port of Houston, Exxon, and the City of LaPorte to secure necessary permit changes and approvals. The project presented substantial challenges, including navigating complex regulatory requirements and managing technical difficulties associated with partially removing an underwater tunnel while preserving adjacent sections. Mr. Madera adeptly addressed these challenges through proactive stakeholder engagement, facilitating public meetings with the COE to gain community approval, and innovating solutions to retain portions of the tunnel under private property. Moreover, the team preemptively relocated utilities to the Fred Hartman Bridge and optimized construction activities to minimize public impact, ensuring compliance with federal standards and efficient project delivery. Through his adept management of complex utility relocations, effective stakeholder communication, and rigorous adherence to federal navigation laws and the Rivers & Harbors Act, Mr. Madera's leadership on the Baytown Tunnel project not only aligned stakeholder interests and secured regulatory approvals but also upheld FEMA compliance, showcasing his profound impact on this groundbreaking infrastructure project.



Similarities to Follets Island Dune Restoration

In both the Baytown Tunnel project and the Follets Island Dune Restoration project, the Project Manager (PM) plays a pivotal role in ensuring comprehensive project oversight, effectively managing all aspects from start to finish, including adherence to budget, schedule, and regulatory requirements. Both projects require the PM to handle complex stakeholder coordination, maintaining continuous communication and alignment with multiple agencies and entities. Issue and change management are central to both roles, as the PM must navigate challenges and implement solutions promptly to avoid delays and ensure project objectives are met.

Additionally, in both projects the PM is tasked with ensuring strict compliance and meticulous documentation, keeping detailed records such as daily reports and RFIs to support regulatory compliance and project management efficiency. Lastly, overseeing construction and quality assurance through regular inspections and materials testing is critical in both projects, ensuring that all construction activities meet the highest quality standards and are carried out according to plan.

Kemah Bridge (Seabrook, Texas)

**\$214 M
BUDGET**

**Project Owner
TxDOT**

Mr. Madera served as the Project Manager for the Kemah Bridge project in Seabrook, Texas, a key infrastructure improvement initiative by the Texas Department of Transportation (TxDOT). This project aimed to enhance traffic capacity and marine navigation by replacing the aging Kemah Drawbridge with a new four-lane State Highway 146 (SH-146) bridge featuring a 76-foot clearance to accommodate maritime traffic. As a vital link supporting regional mobility and economic growth, the new bridge faced significant construction challenges, including complex soil conditions and difficulties with drilled shaft methods. These were overcome through innovative solutions such as the use of removable surface casings to stabilize the foundation, ensuring long-term structural resilience and enhanced safety. Within his role at ATSER, alongside his duties as Resident Engineer, Mr. Madera orchestrated the demolition of the old drawbridge and the meticulous construction of the new SH-146 Kemah Bridge.

Leveraging over 38 years of geotechnical expertise, he managed crucial aspects of the project including the coordination of utility removal and installation, traffic control integration, and the strategic phasing of construction activities. He utilized Primavera to monitor the project schedule, maintained detailed construction records, and processed pay estimates. His proactive management helped resolve initial challenges with the construction methods and "muck" surface conditions by recommending adaptable surface casings. Mr. Madera's thorough documentation and effective problem-solving during the claim process were instrumental in maintaining the integrity of the project, which contributed significantly to its successful completion. This project not only enhanced his expertise in handling Gulf Coast soil conditions but also poised him for future collaborative efforts in Galveston County, focusing on early planning, pre-construction, and construction reviews to ensure project excellence.



Similarities to Follets Island Dune Restoration

In comparing Mr. Madera's role in the Kemah Bridge project to the Follets Island Dune Restoration initiative, several similarities stand out, particularly in their focus on enhancing coastal environments. Both projects, situated along Texas's Gulf Coast, required adept management of complex environmental and engineering challenges inherent to coastal areas. In the Kemah Bridge project, Mr. Madera's expertise in navigating the technical difficulties of soil conditions and construction methodologies was crucial for ensuring the structural stability of the bridge, which now facilitates both vehicular and marine traffic. Similarly, the Follets Island Dune Restoration focuses on ecological resilience, employing sustainable practices such as biodegradable materials and native vegetation to fortify dune structures against natural forces, thereby protecting inland areas and maintaining biodiversity.

Both initiatives underscore the critical need for precision and innovation in projects that interact closely with dynamic coastal ecosystems. Mr. Madera's experience in managing the Kemah Bridge's construction, with its significant environmental compliance and coordination with multiple stakeholders, mirrors the comprehensive project management and ecological considerations essential in the Follets Island restoration. These projects not only aim to enhance infrastructural and ecological stability but also contribute to the economic and environmental health of their respective regions, highlighting the importance of specialized expertise and strategic planning in coastal project management.

Fred Hartman Bridge

**\$117 M
BUDGET**

**Project Owner
TxDOT**

Mr. Madera, a senior engineer at ATSER, exemplifies excellence in managing complex infrastructure projects from inception through to completion. His extensive experience is particularly evident in projects such as the Fred Hartman Bridge in Baytown, Texas. This cable-stayed bridge, which connects Loop 201 in Baytown to Texas Route 225 in La Porte, is not only the longest of its type in Texas but also ranks as the 77th largest in the world. Constructed over a span from 1986 to 1995, the bridge was completed at a cost of \$117.5 million, showcasing significant engineering achievements and financial investment. One notable instance of Mr. Madera's expertise in action was during the cable-stayed bridge project. Taking charge in the design phase, he collaborated with Greiner Engineer (now AECOM) to refine detailed plans, address right-of-way issues, and meticulously review TxDOT specifications. Throughout the construction phase, he skillfully managed the structural steel fabrication sourced from South Africa, maintaining stringent oversight from TxDOT inspectors and keeping meticulous records, including monthly updates on Primavera schedules, comprehensive construction documentation, and accurate pay estimates. In addition to his work on the bridge, Mr. Madera also supervised the maintenance of the Baytown Tunnel.

His adept handling of complexities became particularly evident when a \$70 million claim was filed against TxDOT by the contractor, WBS, at the project's conclusion. Thanks to Mr. Madera's detailed documentation and strategic responses, TxDOT found no merit in the claim, leading to mediation and a protracted 16-month arbitration process. His diligent record-keeping and reports were instrumental in the arbitration, where it was determined that WBS's interpretation of the project specifications was overly stringent. This outcome underscored the critical importance of precise project documentation and constant communication with all contractors involved.



Similarities to Follets Island Dune Restoration

Mr. Madera's leadership in the construction of the Fred Hartman Bridge shares several notable similarities with the Follets Island Dune Restoration project, particularly in their approach to addressing complex environmental and engineering challenges in coastal areas. Both projects required meticulous planning and innovative engineering solutions to ensure structural integrity and environmental sustainability. For the Fred Hartman Bridge, this involved managing the intricate construction of a major cable-stayed bridge, ensuring it could accommodate heavy traffic while also respecting the marine ecosystem of the Houston Ship Channel. Similarly, the Follets Island Dune Restoration focused on enhancing coastal resilience through sustainable practices, such as using biodegradable materials and native vegetation to stabilize dunes and protect against erosion.

Both projects also demanded extensive stakeholder coordination, from local government to federal agencies, ensuring all environmental regulations and community concerns were met. Furthermore, Mr. Madera's emphasis on detailed documentation and proactive project management in the bridge project mirrors the rigorous monitoring and reporting required to maintain compliance and track progress in the dune restoration. These projects highlight the critical need for precision, stakeholder engagement, and a deep understanding of the unique dynamics of coastal environments in infrastructure development.

References:

ATSER's portfolio includes a range of government projects that highlight our capability to deliver reliable and high-quality services. Below are key references demonstrating our experience and success.

FAA Federal Aviation Administration Non-Standard Taxiways PN 770 TW H06 HOUTXY 2023 019 Scope: Quality Control Administration, Quality Control Inspection, and Quality Control Testing. Completion Date: 2023 - Current Owner/Client: Houston Airport System Contact: Joe Belanger / jbelanger@flatironcorp.com / (361) 777-5484
Flatiron IAH AGJV Mickey Leland International Terminal Expansion Scope: Quality Control Administration, Quality Control Inspection, and Quality Control Testing. Completion Date: 2021 - Current Owner/Client: Houston Airport System Contact: Kadin Kreis / Kkreis@flatironcorp.com / (815) 212-9197
Quality assurance to ensure the structural integrity and Safety of the Aircraft Rescue and Fire Fighting Station 92 at George Bush Intercontinental Airport Scope: Provided Construction Engineering Quality Assurance Testing. Completion Date: 2023 -2024 Owner/Client: Houston Airport System / George Bush Intercontinental Airport Contact: Mr. Eric Cadwell Eric.cardwell.com phone (281) 233-1671
Harris County Toll Road Authority Barrier Free Program Management Scope: Quality assurance and geotechnical oversight for multiple tollway segments, ensuring standardized testing and compliance across the project. Design 80% Construction 10% Completion Date: 2023 - 2024 Owner/Client: Harris County Toll Road Authority Contact: HCTRA / Entech Mark W. Litzmann, P.E. / mlitzmann@entechhous.com / (281) 945-0069
IAH Terminal B Transformation Program B North and Processor Building Scope: Provide construction materials testing and inspection services for United Airlines' Terminal B Transformation (TBT) program, covering Terminal B North and the Terminal B Processor. Completion Date: 2023 - On-going Owner/Client: United Airlines Contact : Lisa Michaud / lisa.michaud@united.com / (832) 657-3097



***Let us be your
business partner, and
together we will
elevate your projects
to the next level.***

WORKLOAD CAPACITY

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WORKLOAD CAPACITY

ATSER is fully equipped to manage substantial project demands, boasting a robust workforce of approximately 80 highly skilled inspectors, engineers, and lab technicians, supported by an available fleet of more than 56 vehicles. These vehicles are crucial for ensuring that our engineers and project staff can efficiently travel to and manage ongoing projects, providing the necessary mobility to meet project demands swiftly. To illustrate our team structure and readiness for the project, we will provide a detailed organizational chart. This chart will outline the roles and responsibilities of each team member assigned to this project, should we be awarded the contract.

Understanding the critical nature of continuity in project operations, we have established a system of redundancy within our teams. This involves comprehensive cross-training across various disciplines, ensuring that our inspectors are versatile and can seamlessly substitute for one another if someone is unavailable due to illness or personal leave. This strategic approach minimizes any disruption in workflow and maintains our high standards of service.

Beyond our immediate team, ATSER collaborates with trusted partners, including HVJ and DCCM, who collectively offer an additional reserve of qualified personnel. This partnership further strengthens our project support capabilities, providing a substantial buffer that safeguards against any potential temporary shortages of field personnel. Our collaborative framework with HVJ and DCCM ensures that a deep bench of expertise is always available, enhancing our adaptive capacity to meet project needs without delay.

Given these comprehensive preparations, ATSER confidently guarantees that there will be no temporary personnel deficiencies throughout the duration of the project. Our proactive planning and strategic partnerships allow us to sustain high performance and responsiveness, ensuring that all project milestones are met efficiently and effectively. This commitment to robust workforce management reflects our dedication to delivering excellence and reliability in all our engagements, aligning with our clients' expectations and project requirements.

List of ATSER Current Projects On-Going

- CEI and CEI for Harris County Toll Way Phase 1 of 225 interchange
- CEI and CEI for IAH Terminal B North and Processor development
- Geotechnical Investigation for City of Pasadena Paving and Drainage Improvement Projects for CIP #S130, #S131, #S132, #S135
- Houston Airport Systems - TW Lima at Ellington field Design Build
- CMT for Gulf Inland Logistics Park Phase 1
- CMT for Cloverleaf Drainage and Detention improvements

NAME & ROLE	AVAILABILITY
• Dr. David Frederick Martinez, P.E. – Principal, CEO	20%
• Mr. Mark Madera, P.E. – Lead Project Manager	60%
• Mr. Robert Arizola, P.E. – Senior Engineer	65%
• Mr. Mark Knight, NICET IV – QC Manager	45%
• Mr. Andrew Martinez - CMT Manager	62%
• Mr. Mario Barbosa, NICET II, – Lab. Manager	68%
• Mr. Richard Reed, NICET II – Sr. Field Tec. Lead	72%
• Mr. Matt Kenzler – Senior Field Technician	70%
• Mr. Jose Barcenar – Laboratory Technician	75%
• Mr. Emmanuel Alvizo – Field Technician	75%
• Mr. Emmanuel Mendiola – Field Technician	72%
• Mr. Roger Paben – Field Technician	70%
• Mr. Sean Murphy – Project Manager	65%
• Mr. Glenn Spataro – Water Specialist	68%
• Mr. Coraggio Maglio, P.E. – PM – Coastal Projects	68%
• Mr. Emmanuel Sotomi, ENV – CM – Coastal Projects	65%
• Mr. Hirendra Patel, P.E. – QA Manager & PM	60%
• Mr. Marwan Tawashy – Lab QA/QC	65%
• Mr. Marco Vargas – Technician	72%

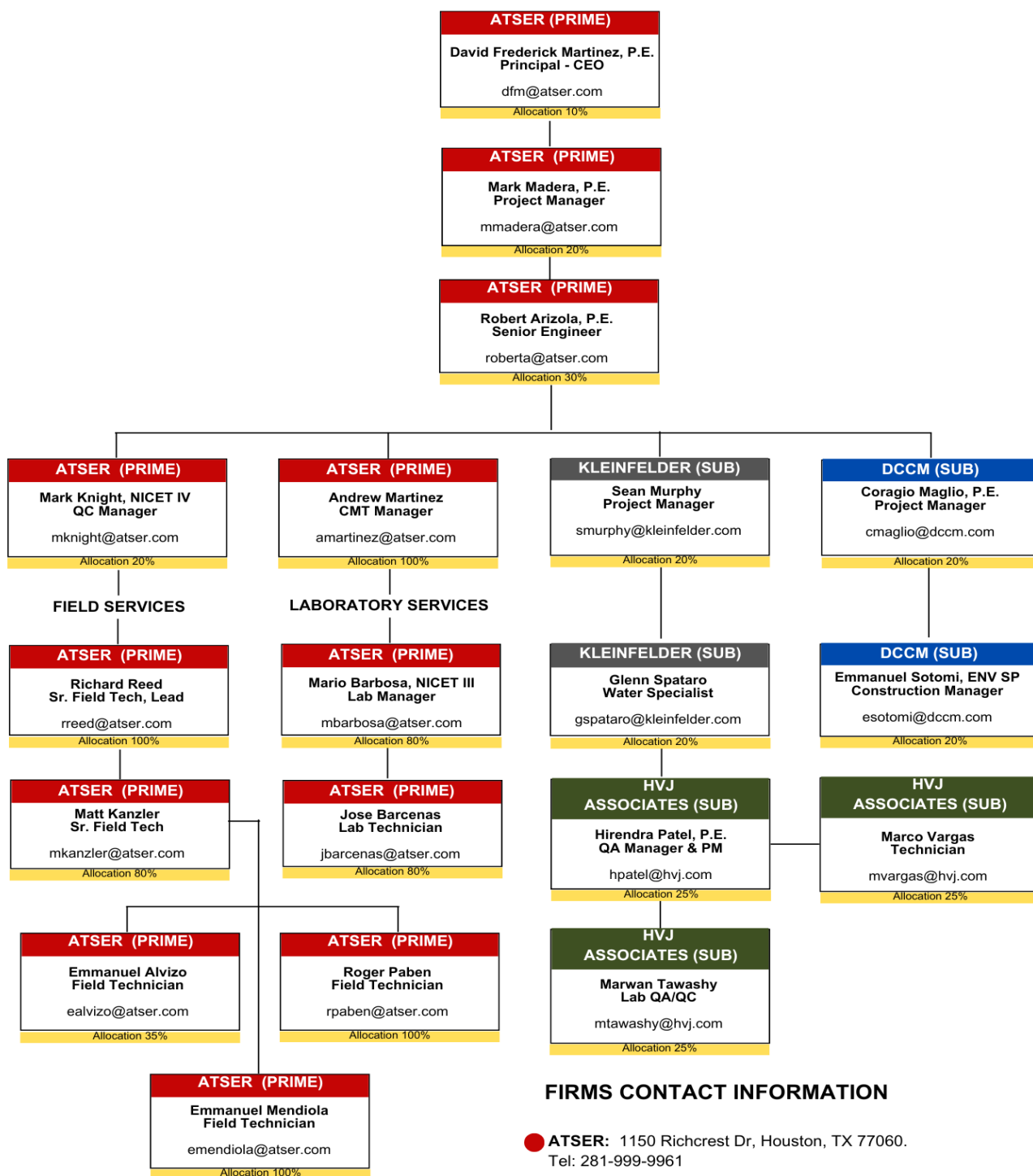
PROFESSIONAL QUALIFICATIONS

INDIVIDUAL EXPERIENCES

INSERT ORGANIZATIONAL CHART & RESUMES

HERE

PROFESSIONAL QUALIFICATION AND INDIVIDUAL EXPERIENCE



FIRMS CONTACT INFORMATION

- **ATSER:** 1150 Richcrest Dr, Houston, TX 77060.
Tel: 281-999-9961
- **HVJ:** 6120 S Dairy Ashford Rd, Houston, TX 77072.
Tel: 281-933-7388
- **KLEINFELDER:** 12000 Aerospace Ave, Houston, TX 77034.
Tel: 281-922-4766
- **DCCM:** 1800 Post Oak Blvd Suite 450, Houston, TX 77056
Tel: 713-874-9162



Dr. David Frederick Martinez, P.E.

Principal/CEO

Bio

Dr. David Frederick Martinez is a Professional Engineer with 35 years of experience in civil engineering, specializing in CMT and quality assurance. He holds certifications in Asphaltic Concrete Production, Concrete Plant Inspection, and Roadway Construction Management. As Principal/CEO, Dr. Martinez has led major projects like the Treaschwig Road A and Cloverleaf Drainage and Detention Pond. His expertise includes overseeing soil compaction, moisture content, asphalt density, and compressive strength testing to ensure compliance with project specs and regulatory standards. Dr. Martinez's leadership has ensured the structural integrity and durability of projects, addressing challenges such as soil instability and subgrade compaction, and delivering safe, high-quality infrastructure solutions.

Ph.D. in Civil Engineering,
Century University
Professional Engineer,
Texas No. #63920

Certifications

- | | | |
|---|---|----------------------------------|
| - 12.1.1 - Asphaltic Concrete Production | - 12.1.6 Embankment/Subgrade/Backfill/Base Production | - 22.4.1 - QA/QC |
| - 12.2.1 - Concrete Plant Inspection and Testing | - 12.1.7 Embankment/Subgrade/Backfill/Base Placement | - 12.1.3 - Materials Engineering |
| - 11.1.1 - Roadway Construction Management and Inspection | | |

Construction Materials Testing Project Experience

2024-Current, Treaschwig Road A, Houston, TX: The Treaschwig Road A (Phase 1) project in Harris County Precinct #3, Houston, TX, is a **\$20 million project to widen Treaschwig Road from a two-lane asphalt roadway to a four-lane concrete boulevard**. Key features include sidewalks, raised medians, traffic signals, storm sewer drainage, and a detention basin to reduce flooding risks.

Key Activities: As **Principal/CEO**, Dr. David Frederick Martinez directed the **Construction Material Testing (CMT)** services, ensuring all materials met project specifications and regulatory standards. Key testing activities included **soil compaction and moisture content testing** for the roadway subgrade (ASTM D6938), **asphalt density tests** to ensure the **correct pavement specifications** (ASTM D6938), and **compressive strength testing** for cement-stabilized materials used in curbs, gutters, and other **structural components** (ASTM D-1633). One significant challenge was ensuring the subgrade could handle the increased load from the new concrete boulevard and mitigate the potential for future cracking. Dr. Martinez coordinated additional rounds of moisture and density testing, working with contractors to address weak spots in the subgrade before final paving, ensuring long-term pavement durability.

Related to Scope of Services: Dr. Martinez's leadership in **CMT testing** ensured compliance with the Brazoria County scope, guaranteeing that materials met **quality standards** and contributing to the project's success. His testing of infrastructure components, like stormwater systems, enhanced the **community's resilience** and ensured the roadway would withstand future traffic and environmental challenges.

Dr. David Frederick Martinez, P.E.

Principal/CEO

2024-Current, HCFCD Cloverleaf Drainage and Detention Pond, Houston, TX: The **\$21.1 million** Cloverleaf Area Drainage Improvements project, focuses on improving stormwater management and reducing flood risks in northern Cloverleaf. Key upgrades include **constructing a storm sewer box culvert, installing concrete inlet structures, re-grading drainage ditches, upgrading driveway culverts, and enhancing the sanitary sewer system** to bolster the community's drainage infrastructure and resilience.

Key Activities: As **Principal/CEO**, Dr. David Frederick Martinez oversaw **Construction Materials Testing (CMT)** services, including **soil testing, concrete strength, and asphalt density**. He ensured coordination with the Harris County Flood Control District (HCFCD) and integrated testing results with the eBuilder platform. A challenge arose with soil instability, but Dr. Martinez led a successful redesign of the grading and drainage to maintain stability and meet deadlines.



Related to the Scope of Services: Dr. Martinez's leadership ensured the **structural integrity** of key infrastructure, like the **storm sewer box culverts** and **concrete inlet structures**. His team's testing and coordination directly contributed to the project's goal of reducing flooding risks and improving drainage resilience, aligning with the scope's focus on **quality assurance** and **long-term durability**.

2022-2023, Construction Management and Inspection Services for Wastewater, Houston, TX: The Professional CMIS Construction Management and Inspection Services for Wastewater Facility Projects involved a **\$4.5 million contract with the City of Houston**, covering multiple wastewater treatment facilities such as Sims South, Sims North, 69th Street, Keagan Bayou, Southwest, and Buffalo Bayou Plants. The project also extended to **inspections across City of Houston Districts A-K**, ensuring compliance with regulatory standards for critical infrastructure and operational systems.

Key Activities: As **Principal/CEO**, Dr. David Frederick Martinez oversaw the **construction management** and **inspection services** for the project, ensuring **regulatory compliance** across **multiple wastewater treatment facilities**. A key challenge was the need to **upgrade infrastructure** without disrupting ongoing operations. Dr. Martinez led efforts to create a **phased construction plan**, ensuring that system upgrades were completed without service interruptions. He also managed the **coordination of temporary shutdowns** of key systems, ensuring minimal impact on the community and maintaining **service continuity**.

Related to Scope of Services: Dr. Martinez's leadership and strategic oversight directly aligned with the Brazoria scope, focusing on maintaining **structural integrity, compliance, and system resilience**. His involvement ensured that the **wastewater treatment facilities** met critical operational and **safety standards**. Through his oversight, the project optimized **facility operations** and reduced **maintenance costs**, fulfilling the requirements of **Construction Materials Testing (CMT)**, particularly in terms of **monitoring structural work** and ensuring **system functionality** and **environmental compliance**.



Mark Madera, P.E.

Project Manager

Bio

Mark Madera is a Professional Engineer with 38 years of experience in civil engineering, specializing in construction management, inspection, and materials testing. He holds a B.S. in Civil Engineering from Texas A&M University and is certified in roadway and bridge construction management, constructability reviews, and utility construction. As Project Manager for projects like Treaschwig Road A and Cloverleaf Drainage Improvements, Mark has overseen Construction Materials Testing (CMT), ensuring compliance and quality. His leadership and expertise with systems like Manage-IT™ for real-time reporting have driven project success, meeting deadlines and improving infrastructure resilience, aligning with the Brazoria scope.

B.S. in Civil Engineering,
Texas A&M University
Professional Engineer,
Texas No. #61822

Certifications

- 11.1.1 - Roadway Construction Management and Inspection
- 11.2.1 - Bridge Construction Management, and Inspection
- 4.5.1 - Constructability Review
- 11.4.1 - Environmental Inspections
- 11.5.1 - Construction Scheduling Project Manager
- 12.1.3 - Materials Engineering
- 18.3.1 - Utility Adjustment Coordination
- 18.5.1 Utility Construction Management and Verification
- 11.3.1 - Construction Superintendent
- 18.2.1 - Subsurface Utility Engineering (Utility Engineering Investigation)
- 18.4.1 - Utility Engineering
- 22.1.1 - Owner Verification Testing and Inspection-Project Manager
- 22.2.1 - Chief Inspector
- 1.8.1 - Public Involvement
- 11.9.1 - Railroad Coordination Management During Construction
- 17.5.1 - Civil Engineering
- 21.1.1 - ROW Acquisition Services
- 23.8.1 - Claims Analysis and Management
- 11.6.1 - Construction Schedule Support – General
- 11.7.1 - Construction Schedule Support – Relating to Scheduling of Roadway Design
- 11.8.1 - Construction Schedule Support – Relating to Construction Management of Projects Including Bridges or Multi-Level Interchanges
- 2.4.3 - USCG and USACE Permits
- 11.10.1 - Construction Record Keeper
- 23.11.1 - Plan Review

Construction Materials Testing Project Experience

2024-Current, Treaschwig Road A, Houston, TX: The Treaschwig Road A (Phase 1) project in Harris County Precinct #3, Houston, TX, is a **\$20 million project to widen Treaschwig Road from a two-lane asphalt roadway to a four-lane concrete boulevard**. Key features include sidewalks, raised medians, traffic signals, storm sewer drainage, and a detention basin to reduce flooding risks.

Key Activities: As Project Manager, Mark Madera oversaw **Construction Material Testing (CMT)**, including soil compaction, pavement density, and compressive strength tests. He coordinated with **Main Lane Industries LTD** to ensure materials met specifications, providing timely updates. Mark successfully addressed tight timelines by leveraging the **Manage-IT™ system** for real-time reporting, ensuring the project stayed on track despite potential delays.

Mark Madera, P.E.

Project Manager

Related to Scope of Services: Mark's leadership aligns with Brazoria's needs by ensuring **regulatory compliance** and **construction quality** through **rigorous testing** and **proactive oversight**. His **contractor coordination** and use of Manage-IT™ ensured **continuous compliance** and **timely delivery**. Mark's focus on **structural integrity** and **infrastructure resilience** directly supported **community safety** and **operational stability**, key priorities of the scope.

2024-Current, HCFCD Cloverleaf Drainage and Detention Pond, Houston, TX: The **\$21.1 million** Cloverleaf Area Drainage Improvements project, led by CDM Smith, aims to enhance stormwater management and reduce flood risks in northern Cloverleaf through upgrades such as storm sewer culverts, concrete inlet structures, re-graded ditches, improved driveway culverts, and an upgraded sanitary sewer system.

Key Activities: As **Project Manager**, Mark Madera oversaw **Construction Material Testing (CMT)** services, including **soil testing**, **compaction verification**, and **concrete strength testing** for key structures like **storm sewer culverts** and **inlet structures**. He also managed **asphalt density** and **stability tests**. A major challenge was maintaining seamless communication with the Harris County Flood Control District (HCFCD), which Mark addressed by utilizing the **Manage-IT™ system integrated with the eBuilder platform for real-time reporting and updates**, ensuring timely adjustments and project success.

Related to Scope of Services: Mark's leadership on the Cloverleaf Drainage Project ensured **regulatory compliance** and **construction quality**, including testing **storm sewer culverts** and **inlet structures**. His coordination with HCFCD and use of the Manage-IT™ system ensured **timely delivery** and **community safety**, aligning with the Brazoria's needs.

2022-2023, Construction Management and Inspection Services for Wastewater, Houston, TX: The Professional CMIS Construction Management and Inspection Services for Wastewater Facility Projects involved a **\$4.5 million contract with the City of Houston**, covering multiple wastewater treatment facilities such as Sims South, Sims North, 69th Street, Keagan Bayou, Southwest, and Buffalo Bayou Plants. The project also extended to **inspections across City of Houston Districts A-K**, ensuring compliance with regulatory standards for critical infrastructure and operational systems.

Key Activities: As **Project Manager**, Mark oversaw **Construction Engineering and Inspection (CEI)** services across multiple wastewater facilities, managing **subsurface investigations**, **structural installations**, and upgrades to **mechanical, electrical, plumbing, and piping systems**. He ensured inspections of key systems like **HVAC**, **fire suppression**, and **security** systems met **environmental and safety standards**. A significant challenge was executing upgrades while maintaining operations, which Mark addressed by collaborating with contractors to develop phased plans that minimized disruptions and ensured smooth **temporary shutdowns** with minimal community impact.

Related to Scope of Services: Mark's leadership aligned with the Brazoria project scope, ensuring **regulatory compliance** and **environmental standards** through **inspections**, **subsurface investigations**, and **structural monitoring**. His strategic approach successfully upgraded the facilities, ensuring **operational stability** and **compliance**.



Robert Arizola, P.E.

Senior Engineer

Bio

Robert Arizola is a Professional Engineer with over 35 years of experience in civil engineering, specializing in construction material testing (CMT), geotechnical testing, and quality assurance. He holds a B.S. in Civil Engineering from Texas A&M University and is certified in areas such as asphaltic concrete production, geotechnical testing, and construction inspections. As Senior Engineer on key projects like Treaschwig Road A and Cloverleaf Drainage Improvements, Robert has overseen critical CMT, ensuring compliance with regulatory standards and resolving challenges like weather delays. His expertise in leveraging systems like Manage-IT™ for real-time reporting and project coordination ensures high-quality, resilient infrastructure solutions, perfectly aligning with the needs of Brazoria County.

B.S. in Civil Engineering,
Texas A&M University
Professional Engineer,
Texas No. #63994

Certifications

- | | | |
|--|--|---|
| - TxDOT SB101 | - 12.1.3 - Materials Engineering | - 12.1.5 - Portland Cement Concrete Placement |
| - TxDOT SB102 | - 14.2.1 - Geotechnical Testing | |
| - HMA 1B | - 12.2.5 - HMA Plant Inspection and Testing | - 12.1.6 - Embankment/Subgrade/Backfill/Base Production |
| - HMA 1A | - 22.1.1 - Owner Verification Testing and Inspection-Project Manager | - 12.1.7 - Embankment/Subgrade/Backfill/Base Placement |
| - ACI Field Grade I | - 22.4.1 - QA/QC Process Verification for OVTI | - 22.3.1 - Owner Verification - Laboratory Manager |
| - 14.1.1 - Soil Exploration | - 12.1.4 - Asphaltic Concrete Placement | |
| - 12.1.1 - Asphaltic Concrete Production | | |

Construction Materials Testing Project Experience

2024-Current, Treaschwig Road A, Houston, TX: The Treaschwig Road A (Phase 1) project in Harris County Precinct #3, Houston, TX, is a **\$20 million project to widen Treaschwig Road from a two-lane asphalt roadway to a four-lane concrete boulevard**. Key features include sidewalks, raised medians, traffic signals, storm sewer drainage, and a detention basin to reduce flooding risks.

Key Activities: As **Senior Engineer**, Robert Arizola oversaw critical **Construction Material Testing (CMT)**, including **soil density, asphalt pavement strength, and cement-stabilized material testing**. He resolved challenges like **weather delays** by implementing **real-time monitoring and adaptive testing protocols**, ensuring **quality compliance** and project timelines were met.

Related to Scope of Services: Robert's testing expertise and proactive approach align with Brazoria County's infrastructure goals. His **use of advanced tools and focus on quality assurance ensured durable, compliant structures**, making him a key asset for similar projects requiring **reliable oversight and high standards**.

Robert Arizola, P.E.

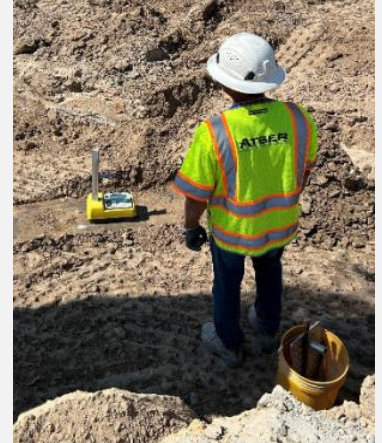
Senior Engineer

2024-Current, HCFCD Cloverleaf Drainage and Detention Pond, Houston, TX: The **\$21.1 million** project in Houston, focuses on enhancing **stormwater management** and **reducing flooding** in the northern Cloverleaf neighborhood. Key upgrades include a **new storm sewer box culvert system**, **re-grading drainage ditches**, **sanitary sewer upgrades**, and a detention basin draining into Carpenters Bayou, all aimed at improving **drainage capacity** and **community resilience**.

Key Activities: As **Senior Engineer**, Robert Arizola addressed localized stormwater and flooding challenges by overseeing quality assurance through **Construction Material Testing (CMT)**. He conducted **soil testing for subgrade stability**, **concrete durability tests**, and **asphalt density verification**. Using ATSER's Manage-IT™ system integrated with Harris County's eBuilder platform, Robert provided **real-time reporting** and **coordinated with stakeholders** to resolve issues, **maintain compliance**, and **deliver a robust drainage system** that mitigates flooding risks and enhances stormwater management.

Related to Scope of Services: Robert Arizola's **CMT expertise** ensures **quality assurance** and **resilient drainage systems**, aligning with **Brazoria**

County's needs. Skilled in **soil testing**, **compaction verification**, and **concrete analysis**, he ensures **structural integrity and compliance**. With experience in **complex projects** like Cloverleaf Drainage, he excels in **problem-solving** and using ATSER's Manage-IT™ for **real-time updates and coordination**.



2022-2023, Construction Management and Inspection Services for Wastewater, Houston, TX: The **Professional CMIS Construction Management and Inspection Services for Wastewater Facility Projects** involved a **\$4.5 million contract with the City of Houston**, covering multiple wastewater treatment facilities such as Sims South, Sims North, 69th Street, Keagan Bayou, Southwest, and Buffalo Bayou Plants. The project also extended to **inspections across City of Houston Districts A-K**, ensuring compliance with regulatory standards for critical infrastructure and operational systems.

Key Activities: As a **Senior Engineer**, Robert Arizola oversaw construction management, inspections, and engineering services, including **structural assessments**, **subsurface investigations**, and **upgrades to mechanical, electrical, and piping systems**. He ensured compliance across critical systems like **HVAC**, **plumbing**, **fire suppression**, and **communication/security**. A key challenge was maintaining uninterrupted operations during facility upgrades. Robert addressed this by developing **phased construction plans** and **coordinating with contractors and operations teams** to minimize disruptions during temporary service shutdowns. His strict adherence to **safety and environmental standards** ensured all upgrades met regulatory requirements and supported long-term operational stability.

Related to Scope of Services: Robert's expertise in managing complex upgrades and ensuring compliance aligns with the Brazoria County scope's emphasis on **quality control**, **regulatory adherence**, and **operational resilience**. His **proactive coordination and thorough inspections across diverse infrastructure elements** demonstrate his ability to meet the rigorous demands of high-stakes municipal projects, ensuring long-term functionality and community benefit.

Mark Knight, NICET IV

Quality Control Manager



B.S. in Civil Engineering,
University of Texas at
Austin

Bio

Mark Knight is a Quality Control Manager with over 25 years of experience in civil engineering, specializing in construction material testing (CMT) and quality assurance. He holds a B.S. in Civil Engineering from the University of Texas at Austin and is certified in concrete, soils, and asphalt testing. With key roles in projects like Treaschwig Road A and Cloverleaf Drainage Improvements, Mark has ensured materials met strict regulatory standards, including soil compaction, pavement density, and concrete strength. His expertise in managing testing schedules, addressing challenges like weather delays, and using tools like Manage-IT™ for real-time reporting has contributed to the successful delivery of high-quality, resilient infrastructure, perfectly aligning with the goals of Brazoria County's scope.

Certifications

- Concrete IV
- Soils IV
- Asphalt IV
- ACI Field Grade I

Construction Materials Testing Project Experience

2024-Current, Treaschwig Road A, Houston, TX: The Treaschwig Road A (Phase 1) project in Harris County Precinct #3, Houston, TX, is a **\$20 million project to widen Treaschwig Road from a two-lane asphalt roadway to a four-lane concrete boulevard**. Key features include sidewalks, raised medians, traffic signals, storm sewer drainage, and a detention basin to reduce flooding risks.

Key Activities: As **Quality Control Manager**, Mark Knight led the **Construction Material Testing (CMT)** to ensure the project adhered to **quality standards and regulatory compliance**. Mark's team conducted key tests, including **soil compaction, pavement density**, and **compressive strength** of cement-stabilized materials used in curbs and gutters. The tests ensured that **materials met specifications** and were capable of handling increased traffic demands while maintaining **environmental standards**. Mark worked closely with Main Lane Industries LTD and the Harris County Engineering Department to provide **real-time reports** via the **Manage-IT™ system**, ensuring timely communication and updates. One challenge Mark faced was coordinating the **tight testing schedules** while maintaining accuracy and adherence to quality standards. He addressed this by utilizing efficient scheduling systems and **streamlining communication** between field teams and contractors, ensuring **project milestones were met** without delay.



Scope Alignment: Mark's **management and testing** align with the Brazoria scope, ensuring **regulatory compliance, quality construction, and environmental standards**. He verified materials met specifications, enhancing **infrastructure durability** and **sustainability**. His **proactive testing** of soil, density, and asphalt ensured **structural integrity**, while **close contractor coordination** kept the **project on schedule**, supporting **community safety** and **resilience**.

Mark Knight, NICET IV

Quality Control Manager

2024-Current, HCFCD Cloverleaf Drainage and Detention Pond, Houston, TX: The **\$21.1 million** Cloverleaf Area Drainage Improvements project, led by CDM Smith, focuses on improving stormwater management and reducing flood risks in northern Cloverleaf. Key upgrades include **constructing a storm sewer box culvert, installing concrete inlet structures, re-grading drainage ditches, upgrading driveway culverts, and enhancing the sanitary sewer system** to bolster the community's drainage infrastructure and resilience.

Key Activities: As **Quality Control Manager**, Mark Knight oversaw the **Construction Material Testing (CMT)** to ensure all materials met **quality** and **compliance standards**. His team conducted key tests, including **soil compaction, concrete strength, and density** for the **storm sewer culverts** and **inlet structures**. One challenge Mark faced was coordinating tests within a tight timeline and unpredictable weather. To address this, he used the Manage-IT™ system integrated with Harris County's eBuilder platform, enabling real-time tracking and ensuring tests were completed on schedule, minimizing delays and maintaining compliance with specifications.

Related to Scope of Services: Mark Knight's involvement in the Cloverleaf Area Drainage Improvements Project ensured **compliance with regulatory standards** and **quality assurance** in material testing. He oversaw **soil testing, compaction verification, and concrete strength** to maintain the integrity of **storm sewer culverts** and **inlet structures**. Using the Manage-IT™ system, he ensured timely compliance checks and addressed any issues promptly. His efforts contributed to a drainage system that **mitigates flooding**, improves **infrastructure resilience**, and supports **community safety**, aligning with the Brazoria scope's focus on effective construction and environmental compliance.

2022-2023, Construction Management and Inspection Services for Wastewater, Houston, TX: The Professional CMIS Construction Management and Inspection Services for Wastewater Facility Projects involved a **\$4.5 million contract with the City of Houston**, covering multiple wastewater treatment facilities such as Sims South, Sims North, 69th Street, Keagan Bayou, Southwest, and Buffalo Bayou Plants. The project also extended to **inspections across City of Houston Districts A-K**, ensuring compliance with regulatory standards for critical infrastructure and operational systems.

Key Activities: As the **Quality Control Manager**, Mark Knight ensured all upgrades met regulatory and quality standards through inspections of **structural installations, electrical, mechanical, HVAC, plumbing, and fire suppression systems**. A key challenge he faced was managing **temporary service shutdowns** for critical upgrades, requiring careful planning to minimize disruptions. Mark overcame this by **coordinating with contractors** and **wastewater teams**, scheduling shutdowns to maintain service continuity and minimize community impact.

Related to Scope of Services: Mark Knight's role in the wastewater treatment project aligns with the Brazoria scope by ensuring **quality assurance, regulatory compliance, and structural integrity**. His oversight maintains **service continuity** during upgrades and facilitated **real-time monitoring** and timely adjustments. Mark's efforts were pivotal in enhancing the operational resilience of Houston's wastewater facilities, ensuring they met both **regulatory requirements** and community needs.

Andrew Martinez

CMT Manager



B.S. in Mechanical Engineering,
Oklahoma State University

Bio

Andrew Martinez is a CMT Manager with over 5 years of experience and a B.S. in Mechanical Engineering from Oklahoma State University. Certified in multiple TxDOT and ACI standards, he has managed material testing for projects like Treaschwig Road A and Cloverleaf Drainage Improvements. Andrew oversees soil compaction, asphalt density, and concrete strength testing, ensuring compliance with regulatory and environmental standards. His expertise in coordinating testing schedules and utilizing real-time reporting through Manage-IT™ has helped enhance infrastructure resilience and align with Brazoria's focus on effective construction and environmental responsibility.

Certifications

- | | | |
|---------------------|---|---|
| - TxDOT SB101 | - 12.1.1 - Asphaltic Concrete Production | - 12.1.6 - Embankment/Subgrade/Backfill/Base Production |
| - TxDOT SB102 | - 12.1.2 - Portland Cement Concrete | - 12.1.7 - Embankment/Subgrade/Backfill/Base Placement |
| - TxDOT SB103 | - 12.1.4 - Asphaltic Concrete Placement | |
| - HMA 1B | - 12.1.5 - Portland Cement Concrete Placement | |
| - HMA 1A | | |
| - ACI Field Grade I | | |

Construction Materials Testing Project Experience

2024-Current, Treaschwig Road A, Houston, TX: The Treaschwig Road A (Phase 1) project in Harris County Precinct #3, Houston, TX, is a **\$20 million project to widen Treaschwig Road from a two-lane asphalt roadway to a four-lane concrete boulevard**. Key features include sidewalks, raised medians, traffic signals, storm sewer drainage, and a detention basin to reduce flooding risks.

Key Activities: As **CMT Manager**, Andrew Martinez oversaw **material testing** to ensure **quality standards** were met. Key tests included **soil compaction, asphalt density, and concrete strength**, ensuring the stability and durability of the new roadway. A challenge faced was coordinating testing with ongoing construction without disrupting the schedule. Andrew addressed this by implementing **real-time reporting** and maintaining continuous coordination with Harris County Engineering, ensuring **seamless execution and timely adjustments**.

Related to Scope of Services: Andrew's work on the Treaschwig Road A project supports Brazoria's needs by ensuring **regulatory compliance** and **environmental responsibility**. His oversight of material testing ensured that all components, including road subgrade and drainage structures, met required **durability** and **functionality** standards. Andrew's proactive management and **real-time reporting** systems ensured that the project adhered to the Brazoria focus on **effective construction** and **environmental compliance**, ultimately enhancing the **resilience** and operational stability of the infrastructure.

Andrew Martinez

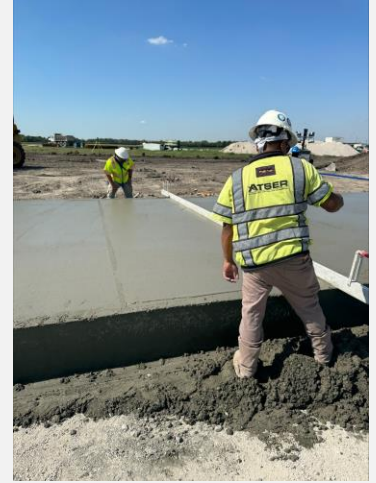
CMT Manager

2024-Current, HCFCD Cloverleaf Drainage and Detention Pond, Houston, TX: The **\$21.1 million** Cloverleaf Area Drainage Improvements project, led by CDM Smith, focuses on improving stormwater management and reducing flood risks in northern Cloverleaf. Key upgrades include **constructing a storm sewer box culvert, installing concrete inlet structures, re-grading drainage ditches, upgrading driveway culverts, and enhancing the sanitary sewer system** to bolster the community's drainage infrastructure and resilience.

Key Activities: As the **CMT Manager**, Andrew Martinez oversaw **material testing** and **quality assurance**, including **soil testing, compaction verification, concrete strength, and asphalt density testing**. A key challenge was coordinating testing without disrupting construction. Andrew addressed this by implementing **real-time reporting** and continuous coordination with Harris County Flood Control District, ensuring **timely adjustments**. He also integrated the **Manage-IT™** system with **Harris County's eBuilder platform**, **streamlining documentation** and providing easy access to test results for all stakeholders.

Related to Scope of Services: Andrew's role in the Cloverleaf project aligns with the Brazoria's needs by ensuring **regulatory compliance** and **structural integrity**. His **material testing** verified durability, while **real-time reporting**

and **continuous monitoring** maintains quality and environmental standards. His efforts strengthened the drainage system, enhancing **resilience and flood mitigation** for the Cloverleaf community.



2022-2023, Construction Management and Inspection Services for Wastewater, Houston, TX: The Professional CMIS Construction Management and Inspection Services for Wastewater Facility Projects involved a **\$4.5 million contract with the City of Houston**, covering multiple wastewater treatment facilities such as Sims South, Sims North, 69th Street, Keagan Bayou, Southwest, and Buffalo Bayou Plants. The project also extended to **inspections across City of Houston Districts A-K**, ensuring compliance with regulatory standards for critical infrastructure and operational systems.

Key Activities: As **CMT Manager**, Andrew ensured the **structural integrity** of wastewater facility upgrades through critical material testing. He managed **inspections** of **concrete, masonry, metal framing, and piping installations** for **durability** and **safety**, while also overseeing the assessment of **HVAC, plumbing, fire suppression, and environmental systems** for **regulatory compliance**. One challenge Andrew faced was coordinating **temporary service shutdowns**, requiring careful planning to avoid operational disruptions. He addressed this by collaborating with **contractors** and **wastewater teams** to implement **phased construction plans**, minimizing service interruptions and maintaining smooth operations.

Related to Scope of Services: Andrew's work on **wastewater facility projects** aligns with the Brazoria scope by ensuring **regulatory compliance, infrastructure resilience, and environmental responsibility**. His **quality assurance, real-time reporting, and proactive oversight** enhanced structural integrity and operational stability while minimizing service disruptions.

Richard Reed

Senior Field Tech, Lead Drilling Inspector



High School Diploma,
La Porte High School

Bio

Richard Reed is a Senior Field Technician with over 30 years of experience in construction materials testing (CMT) and field inspections. Certified in NICET Concrete II, NICET Soil II, and NICET Asphalt II, Richard has managed critical material testing for projects such as Treaschwig Road A, Cloverleaf Drainage Improvements, and multiple wastewater facility upgrades. He is skilled in conducting soil compaction, concrete strength, and asphalt density tests to ensure structural integrity and regulatory compliance. Richard's expertise in coordinating testing activities amidst dynamic project scopes, along with his seamless integration of test results into platforms like Manage-IT™, ensures efficient execution and enhances infrastructure resilience.

Certifications

- NICET Concrete II
- NICET Soil II
- NICET Asphalt II
- 12.1.6 - Embankment/Subgrade/Backfill/Base Production
- 12.1.7 - Embankment/Subgrade/Backfill/Base

Construction Materials Testing Project Experience

2024-Current, Treaschwig Road A, Houston, TX: The Treaschwig Road A (Phase 1) project in Harris County Precinct #3, Houston, TX, is a **\$20 million project to widen Treaschwig Road from a two-lane asphalt roadway to a four-lane concrete boulevard**. Key features include sidewalks, raised medians, traffic signals, storm sewer drainage, and a detention basin to reduce flooding risks.

Key Activities: As **Senior Field Tech** and **Lead Drilling Inspector**, Richard Reed oversaw critical field activities related to **material testing** and ensured compliance with project specifications. He was responsible for conducting soil tests, including **compaction verification** and **density assessments**, to ensure the roadway's foundation was stable and suitable for the new concrete lanes. Richard also performed **asphalt density** and **concrete strength tests** on-site to ensure the structural integrity of new infrastructure components such as curbs, gutters, and pavement. One major challenge Richard faced was the coordination of drilling and inspection activities amidst ongoing construction. To overcome this, Richard implemented a **detailed scheduling** system that minimized disruptions to construction while ensuring that required testing activities were performed on time.



Related to Scope of Services: Richard's role in the Treaschwig Road A project directly supports the Brazoria scope by ensuring **regulatory compliance** and **environmental responsibility**. His testing and inspections ensured that the project met **quality standards** for **structural durability** and compliance with **environmental regulations**, aligning with the objectives of enhancing **infrastructure resilience** and reducing **flooded risks**.

Richard Reed

Senior Field Tech, Lead Drilling Inspector

2024-Current, HCFCD Cloverleaf Drainage and Detention Pond, Houston, TX: The **\$21.1 million** Cloverleaf Area Drainage Improvements project, led by CDM Smith, focuses on improving stormwater management and reducing flood risks in northern Cloverleaf. Key upgrades include **constructing a storm sewer box culvert, installing concrete inlet structures, re-grading drainage ditches, upgrading driveway culverts, and enhancing the sanitary sewer system** to bolster the community's drainage infrastructure and resilience.

Key Activities: As **Senior Field Tech** and **Lead Drilling Inspector**, Richard Reed played a pivotal role in **quality assurance** through **material engineering** and **CMT**. He conducted **soil compaction** and **concrete strength tests**, ensuring the stability of subgrades and the durability of critical infrastructure like **storm sewer box culverts** and **concrete inlet structures**. A challenge Richard encountered was the need for real-time updates and coordination due to the project's dynamic scope. He addressed this by implementing a **seamless integration of test results** into **Manage-IT™**, synchronized with **Harris County's eBuilder platform**, allowing for immediate adjustments and preventing delays.

Related to Scope of Services: Richard's work aligns with the Brazoria scope by ensuring the **structural integrity and resilience** of the drainage system. His **coordination with HCFCD** and **continuous testing** helped keep the project on schedule. The **stormwater management improvements** tested by his team enhance **flood mitigation and community safety** in Cloverleaf.

2022-2023, Construction Management and Inspection Services for Wastewater, Houston, TX: The Professional CMIS Construction Management and Inspection Services for Wastewater Facility Projects involved a **\$4.5 million contract with the City of Houston**, covering multiple wastewater treatment facilities such as Sims South, Sims North, 69th Street, Keagan Bayou, Southwest, and Buffalo Bayou Plants. The project also extended to **inspections across City of Houston Districts A-K**, ensuring compliance with regulatory standards for critical infrastructure and operational systems.

Key Activities: As **Senior Field Tech** and **Lead Drilling Inspector**, Richard Reed played an instrumental role in **construction management** and **inspection services** across multiple wastewater treatment facilities. His responsibilities included conducting **subsurface investigations** to assess foundational stability and ensuring **structural integrity** through **inspections of concrete, masonry, metal framing, and carpentry work**. He also oversaw **electrical, mechanical, process, and piping** upgrades. A significant challenge Richard faced was ensuring continuous facility operation during critical infrastructure upgrades. Richard addressed this by collaborating with contractors to develop and execute **phased construction plans** that allowed for minimal disruption to plant operations, ensuring service continuity throughout the project.

Related to Scope of Services: Richard's work on the Wastewater Facility Projects aligns with the Brazoria scope by focusing on **system upgrades** and **regulatory compliance**. His expertise in **inspections** and **subsurface investigations** ensured **safety** and **environmental standards** were met. Richard effectively coordinated with facility teams to manage **shutdowns** and **service interruptions**, ensuring **continuous operations**. His contributions were key to the **success** and **resilience** of the Houston wastewater facilities.

Mario Barbosa, NICET III

Laboratory Manager



**Master of Civil
Engineering,
Lamar University**

Bio

Mario Barbosa is a Laboratory Manager with over 10 years of experience in construction material testing and quality assurance. He holds a Master of Civil Engineering from Lamar University and certifications in NICET Concrete III, NICET Soil III, NICET Asphalt III, TxDot SB103, HMA 1A, and ACI Field Grade I. Mario has managed key projects like Treaschwig Road A and Cloverleaf Drainage Improvements, overseeing soil, asphalt, and concrete testing to ensure compliance with industry standards. His proactive approach and use of systems like ATSER's Manage-IT™ have helped optimize project timelines and maintain structural integrity, delivering successful infrastructure improvements.

Certifications

- | | | | |
|----------------------|-----------------------|--|---|
| - NICET Concrete III | - ACI Field Grade I | - 12.1.6 | - |
| - NICET Soil III | - 12.1.5 | - Portland | - |
| - NICET Asphalt III | - Cement | - Concrete | - |
| - TxDot SB103 | - Placement | - 12.1.7 | - |
| - HMA 1A | - 12.1.1 | - Asphaltic | - |
| | - Concrete Production | - Embankment/Subgrade/
Backfill/Base Production | - |
| | | - Embankment/Subgrade/
Backfill/base Placement | - |

Construction Materials Testing Project Experience

2024-Current, Treaschwig Road A, Houston, TX: The Treaschwig Road A (Phase 1) project in Harris County Precinct #3, Houston, TX, is a **\$20 million project to widen Treaschwig Road from a two-lane asphalt roadway to a four-lane concrete boulevard**. Key features include sidewalks, raised medians, traffic signals, storm sewer drainage, and a detention basin to reduce flooding risks.

Key Activities: As the **Laboratory Manager**, Mario oversaw the **Construction Material Testing (CMT)** program to ensure compliance with project specifications and quality standards. He managed critical tests such as **soil moisture and density analysis** (ASTM D6938), **asphalt pavement density assessments** (ASTM D6938), and **compressive strength testing of cement-stabilized materials** (ASTM D-1633). A significant challenge Mario encountered was variability in soil conditions near the detention basin, which impacted compaction consistency. To address this, he implemented **enhanced testing intervals** and worked closely with the field team to adjust soil stabilization methods, ensuring a durable foundation for the roadway. Mario's proactive management and precise execution of laboratory procedures were essential in maintaining the structural integrity of the project.

Related to Scope of Services: Mario's leadership on the Treaschwig Road A project closely aligns with the Brazoria scope, ensuring **quality assurance through meticulous testing of soil density, pavement integrity, and cement-stabilized materials**. His **oversight and communication with stakeholders ensured compliance with industry standards**, supporting **enhanced traffic flow, safety, and flood resilience** while delivering **lasting infrastructure improvements**.

Mario Barbosa, NICET III

Laboratory Manager

2024-Current, HCFCD Cloverleaf Drainage and Detention Pond, Houston, TX: The **\$21.1 million** Cloverleaf Area Drainage Improvements project, led by CDM Smith, focuses on improving stormwater management and reducing flood risks in northern Cloverleaf. Key upgrades include **constructing a storm sewer box culvert, installing concrete inlet structures, re-grading drainage ditches, upgrading driveway culverts, and enhancing the sanitary sewer system** to bolster the community's drainage infrastructure and resilience.

Key Activities: As **Laboratory Manager**, Mario Barbosa oversaw critical quality assurance tasks, including **soil compaction testing, concrete strength analysis, and asphalt density assessments** to ensure compliance with industry standards. A key challenge was maintaining **timely communication of testing results to prevent delays**. To address this, Mario implemented **ATSER's Manage-IT™ system**, providing stakeholders with **real-time access to test results** and enabling swift adjustments, which kept the project on track.

Related to Scope of Services: Mario's work on the Cloverleaf project aligns with the Brazoria scope by emphasizing **construction material testing and quality assurance**. Through detailed oversight of **critical components like storm sewer culverts** and the integration of **real-time reporting systems**, he ensured **compliance, quality control, and timely coordination**. These efforts directly supported the project's goals of enhancing **infrastructure resilience and stormwater management** for long-term community benefits.

2022-2023, Construction Management and Inspection Services for Wastewater, Houston, TX: The Professional CMIS Construction Management and Inspection Services for Wastewater Facility Projects involved a **\$4.5 million contract with the City of Houston**, covering multiple wastewater treatment facilities such as Sims South, Sims North, 69th Street, Keagan Bayou, Southwest, and Buffalo Bayou Plants. The project also extended to **inspections across City of Houston Districts A-K**, ensuring compliance with regulatory standards for critical infrastructure and operational systems.

Key Activities: As **Laboratory Manager**, Mario Barbosa oversaw **construction material testing and quality assurance**, including **subsurface investigations and concrete strength testing** to ensure structural stability. He also monitored **upgrades to critical systems such as mechanical and electrical components**. One significant challenge was coordinating **temporary service shutdowns** for upgrades without disrupting operations. Mario collaborated with contractors and operations teams to develop **phased plans** that minimized community impact while maintaining project timelines.



Related to Scope of Services: Mario's focus on **quality assurance, material testing, and compliance inspections** closely aligns with the Brazoria scope, ensuring **foundational integrity and adherence to regulatory standards**. His ability to coordinate **phased construction** while maintaining **service continuity** highlights his expertise in managing **complex infrastructure projects effectively and efficiently**.

Matt Kanzler

Senior Field Technician



**High School
Diploma,
Charlotte Catholic
High School**

Bio

Matt Kanzler is a Senior Field Technician with over 10 years of experience in construction materials testing (CMT) and field inspections. Certified in NICET Concrete II, NICET Soil II, NICET Asphalt II, and ACI Field Grade I, Matt has contributed to key projects such as Treaschwig Road A, Cloverleaf Drainage Improvements, and wastewater facility upgrades. His expertise includes soil density verification, asphalt pavement testing, and concrete strength assessments. Matt excels in coordinating complex testing schedules, leveraging ATSER's Manage-IT™ platform to ensure timely, accurate reporting and maintain project continuity. His commitment to regulatory compliance, quality assurance, and operational efficiency supports the long-term resilience of infrastructure projects.

Certifications

- NICET Concrete II
- NICET Asphalt II
- NICET Soil II
- ACI Field Grade I

Construction Materials Testing Project Experience

2024-Current, Treaschwig Road A, Houston, TX: The Treaschwig Road A (Phase 1) project in Harris County Precinct #3, Houston, TX, is a **\$20 million project to widen Treaschwig Road from a two-lane asphalt roadway to a four-lane concrete boulevard**. Key features include sidewalks, raised medians, traffic signals, storm sewer drainage, and a detention basin to reduce flooding risks.

Key Activities: As a **Senior Field Technician**, Matt Kanzler performed critical **Construction Material Testing** to ensure compliance with project specifications. His key activities included **soil moisture and density testing using the ASTM D6938 method to verify subgrade stability**, **asphalt pavement density assessments** to ensure **durability and longevity**, and **compressive strength testing** for cement-stabilized materials used in curbs and gutters. A significant challenge Matt faced was **maintaining quality testing schedules while coordinating with multiple stakeholders during construction in a high-traffic area**. To address this, he utilized **proactive communication** and **scheduling oversight** through ATSER's Manage-IT™ platform, ensuring **accurate reporting and timely adjustments to avoid delays**.



Related to Scope of Services: Matt's work on the Treaschwig Road A project aligns closely with the Brazoria scope, emphasizing **structural inspections, compliance, and operational continuity**. His expertise in **soil density verification, pavement testing, and material strength assessments** directly contributed to achieving project objectives while adhering to **safety and regulatory standards**. By maintaining rigorous **quality assurance** and leveraging advanced reporting systems, Matt ensured the **structural reliability and longevity of critical components**, meeting the **required standards for infrastructure upgrades and community safety**.

Matt Kanzler

Senior Field Technician

2024-Current, HCFCF Cloverleaf Drainage and Detention Pond, Houston, TX: The **\$21.1 million** Cloverleaf Area Drainage Improvements project, led by CDM Smith, focuses on improving stormwater management and reducing flood risks in northern Cloverleaf. Key upgrades include **constructing a storm sewer box culvert, installing concrete inlet structures, re-grading drainage ditches, upgrading driveway culverts, and enhancing the sanitary sewer system** to bolster the community's drainage infrastructure and resilience.

Key Activities: As a **Senior Field Technician**, Matt Kanzler conducted **soil compaction verification, concrete strength testing, and asphalt density assessments** to ensure structural integrity and compliance with project specifications. He also monitored **subsurface investigations and verified drainage system upgrades**. A key challenge was coordinating testing schedules during tight deadlines and site changes. Matt resolved this by leveraging ATSER's Manage-IT™ system integrated with the eBuilder platform, ensuring real-time updates, clear communication, and on-time completion of critical tasks.

Related to Scope of Services: Matt's work on the Cloverleaf project directly aligns with the Brazoria scope, which emphasizes ensuring compliance, system upgrades, and operational continuity. His expertise in **structural inspections, subsurface investigations, and materials testing** contributed to the project's success while maintaining safety and regulatory standards. Through effective coordination, real-time reporting, and rigorous quality assurance, Matt helped deliver a reliable drainage system that meets the community's long-term needs, reflecting the standards outlined in the Brazoria scope.

2022-2023, Construction Management and Inspection Services for Wastewater, Houston, TX: The Professional CMIS Construction Management and Inspection Services for Wastewater Facility Projects involved a **\$4.5 million contract with the City of Houston**, covering multiple wastewater treatment facilities such as Sims South, Sims North, 69th Street, Keagan Bayou, Southwest, and Buffalo Bayou Plants. The project also extended to **inspections across City of Houston Districts A-K**, ensuring compliance with regulatory standards for critical infrastructure and operational systems.

Key Activities: As a **Senior Field Technician**, Matt Kanzler conducted comprehensive inspections of **structural installations, HVAC, plumbing, fire suppression, and environmental systems**, ensuring compliance with **Houston Public Works' safety and regulatory standards**. He oversaw **subsurface investigations** and system upgrades to enhance facility efficiency. To address the challenge of **temporary service shutdowns**, Matt collaborated with contractors to implement **phased construction plans**, minimizing disruptions and ensuring service continuity.



Related to Scope of Services: Matt's work aligns with the Brazoria scope by emphasizing **regulatory compliance, system enhancements, and adherence to safety standards**. His experience with **subsurface investigations, structural upgrades, and managing operational complexities** mirrors the technical and regulatory demands of Brazoria projects. His contributions improved facility resilience and operational efficiency, exemplifying his ability to deliver on large-scale infrastructure projects.

Jose Barcenas

Laboratory Technician



ITT Technical Institute

Bio

Jose Barcenas is a Laboratory Technician with extensive experience in construction material testing and quality assurance. He holds certifications in ACI AGG Base, TxDOT SB101, SB102, SB103, HMA 1A, and HMA 1B, as well as ACI Field Grade I. Jose has contributed to key projects such as Treaschwig Road A, Cloverleaf Drainage Improvements, and Wastewater Facility Projects, where he performed essential tests on soil density, asphalt compaction, and concrete strength. His proactive approach to testing scheduling and close coordination with project teams ensured timely results, minimizing delays and maintaining project integrity. Jose's expertise in regulatory compliance and quality assurance directly supports the success of infrastructure projects, ensuring their long-term stability and resilience.

Certifications

- | | | |
|----------------|---|--|
| - ACI AGG Base | - HMA 1A | - 12.1.6 Embankment/Subgrade /Backfill/Base Production |
| - TxDOT SB101 | - ACI Field Grade I | - 12.1.7 Embankment/Subgrade /Backfill/Base Placement |
| - TxDOT SB102 | - 12.1.4 - Asphaltic Concrete Placement | |
| - TxDOT SB103 | - 12.1.5 - Portland Cement Concrete Placement | |
| - HMA 1B | | |

Construction Materials Testing Project Experience

2024-Current, Treaschwig Road A, Houston, TX: The Treaschwig Road A (Phase 1) project in Harris County Precinct #3, Houston, TX, is a **\$20 million project to widen Treaschwig Road from a two-lane asphalt roadway to a four-lane concrete boulevard**. Key features include sidewalks, raised medians, traffic signals, storm sewer drainage, and a detention basin to reduce flooding risks.

Key Activities: As a **Laboratory Technician**, Jose Barcenas conducted critical **construction material testing (CMT)** to ensure all phases of the project adhered to quality standards. His responsibilities included performing tests such as the **In-Place Nuclear Method for soil density and moisture (ASTM D6938)** to evaluate subgrade stability, the **Density of In-Place Bituminous Pavement (ASTM D6938)** to ensure proper asphalt compaction, and the **Compressive Strength of Cement-Stabilized Material (ASTM D1633)** for curbs and gutters. One significant challenge Jose faced was coordinating material testing schedules with the contractor's tight construction timeline. By maintaining **close communication with the project team** and proactively monitoring the schedule, he ensured that testing results were delivered on time, preventing delays and keeping the project on track.

Related to Scope of Services: The Treaschwig Road A project aligns with the Brazoria scope by leveraging Jose's expertise in **quality assurance, soil and material testing, and regulatory compliance**. His ability to conduct essential tests and manage schedule challenges ensured **stable foundations, effective storm drainage, and high-quality road construction**, meeting all critical performance and safety standards.

Jose Barcenas

Laboratory Technician

2024-Current, HCFCF Cloverleaf Drainage and Detention Pond, Houston, TX: The **\$21.1 million** Cloverleaf Area Drainage Improvements project, led by CDM Smith, focuses on improving stormwater management and reducing flood risks in northern Cloverleaf. Key upgrades include **constructing a storm sewer box culvert, installing concrete inlet structures, re-grading drainage ditches, upgrading driveway culverts, and enhancing the sanitary sewer system** to bolster the community's drainage infrastructure and resilience.

Key Activities: As a **Laboratory Technician**, Jose Barcenas conducted essential **soil compaction, concrete strength, and asphalt stability testing** to ensure the **structural integrity** of **storm sewer culverts, inlet structures**, and drainage systems. A challenge Jose faced was managing testing schedules amid weather delays. He addressed this by adjusting timelines and coordinating closely with the project team to maintain timely, accurate testing.

Related to Scope of Services: Jose's testing directly supports the Brazoria scope, ensuring the project met **regulatory standards** for **drainage infrastructure**. His contributions, including **compaction verification** and **concrete durability testing**, helped maintain the integrity of key structures, ensuring the Cloverleaf community's drainage system would be **resilient** and capable of handling severe weather, thus improving **infrastructure** and **flood mitigation** efforts.



2022-2023, Construction Management and Inspection Services for Wastewater, Houston, TX: The Professional CMIS Construction Management and Inspection Services for Wastewater Facility Projects involved a **\$4.5 million contract with the City of Houston**, covering multiple wastewater treatment facilities such as Sims South, Sims North, 69th Street, Keagan Bayou, Southwest, and Buffalo Bayou Plants. The project also extended to **inspections across City of Houston Districts A-K**, ensuring compliance with regulatory standards for critical infrastructure and operational systems.

Key Activities: As a **Laboratory Technician**, Jose Barcenas played an integral role in ensuring the **structural integrity** and **compliance** of wastewater facility infrastructure. His key activities included performing **soil testing** and **compaction verification** for foundational stability, as well as **concrete strength testing** for critical structural components like **masonry, metal framing, and piping**. One of the major challenges Jose faced was conducting inspections and tests while adhering to the plant's operational schedules. To address this, he worked closely with the construction and plant operation teams to establish a **phased inspection schedule**, minimizing disruptions to the plant's ongoing operations. This approach ensured timely testing and compliance without compromising the quality and safety of the work.

Related to Scope of Services: Jose's work directly aligns with the Brazoria scope, focusing on **structural integrity, compliance, and long-term resilience** of critical infrastructure. His testing and coordination helped ensure the **stability** of **sewer lines, manholes, and drainage systems**, contributing to improved **efficiency** and **safety** in the wastewater treatment facilities.

Emmanuel Alvizo

Field Technician



B.S. in Mechatronics Engineering and Mathematics,
University of Incarnate Word

Bio

Emmanuel Alvizo is a Field Technician with a B.S. in Mechatronics Engineering and Mathematics. With over 10 years of experience and certifications in ACI Field Grade I and TxDOT, he specializes in construction materials testing (CMT) and structural inspections. Emmanuel has contributed to projects like Treaschwig Road A, Cloverleaf Drainage Improvements, and wastewater facility upgrades, focusing on soil compaction, pavement density, concrete strength, and quality assurance. His proactive approach to managing testing schedules and maintaining high standards ensures safety, regulatory compliance, and infrastructure resilience.

Certifications

- | | | | |
|------------------|-------------------------------|---------------------------------|---|
| - ACI AGG 1 Base | - HMA 1A | - 12.1.6 | - |
| - ACI AGG Base | - ACI Field Grade I | - Embankment/Subgrade/Backfill/ | - |
| - TxDOT SB101 | - 12.1.4 - Asphaltic Concrete | - Base Production | - |
| - TxDOT SB102 | - Placement | - 12.1.7 | - |
| - TxDOT SB103 | - 12.1.5 - Portland Cement | - Embankment/Subgrade/Backfill/ | - |
| - HMA 1B | - Concrete Placement | - Base Placement | - |
| | | - 12.1.1 - Asphaltic Concrete | - |
| | | - Production | - |

Construction Materials Testing Project Experience

2024-Current, Treaschwig Road A, Houston, TX: The Treaschwig Road A (Phase 1) project in Harris County Precinct #3, Houston, TX, is a **\$20 million project to widen Treaschwig Road from a two-lane asphalt roadway to a four-lane concrete boulevard**. Key features include sidewalks, raised medians, traffic signals, storm sewer drainage, and a detention basin to reduce flooding risks.

Key Activities: As a **Field Technician**, Emmanuel Alvizo conducted essential **CMT**, including **soil moisture** and **density testing**, **pavement density verification**, and the **compressive strength** of **cement-stabilized materials**. Emmanuel was responsible for testing **soil subgrade compaction** using the **ASTM D6938** method, ensuring the new roadway foundation could support increased traffic. He also tested **asphalt pavement density** to verify compliance and conducted assessments of **cement-stabilized materials** for curbs and gutters. A key challenge Emmanuel faced was maintaining testing schedules amidst variable weather conditions. He proactively adjusted testing protocols to minimize delays, working closely with the project team to maintain progress and accurate results.

Related to Scope of Services: Emmanuel's role aligns with the Brazoria scope, focusing on **structural inspections**, **safety compliance**, **soil compaction**, **pavement testing**, and **material strength assessments**. By maintaining **rigorous quality standards** and overcoming challenges like **adverse weather**, he ensured all materials met project specifications, supporting **safety** and **infrastructure resilience**.

Emmanuel Alvizo

Field Technician

2024-Current, HCFCF Cloverleaf Drainage and Detention Pond, Houston, TX: The **\$21.1 million** Cloverleaf Area Drainage Improvements project, led by CDM Smith, focuses on improving stormwater management and reducing flood risks in northern Cloverleaf. Key upgrades include **constructing a storm sewer box culvert, installing concrete inlet structures, re-grading drainage ditches, upgrading driveway culverts, and enhancing the sanitary sewer system** to bolster the community's drainage infrastructure and resilience.

Key Activities: As a **Field Technician** on the Cloverleaf Area Drainage Improvements project, Emmanuel Alvizo conducted **soil compaction testing** for the **subgrade, drainage ditches, and culverts**, as well as **concrete strength and durability testing** for **storm sewer structures**. He also performed **asphalt density and stability tests** where required. When **adverse weather caused delays**, Emmanuel adjusted **testing schedules** and coordinated with the project team to ensure **quality and safety** were maintained.

Related to Scope of Services: Emmanuel's work on the Cloverleaf Area Drainage Improvements project aligns with the Brazoria scope, focusing on **structural inspections** and **regulatory compliance**. His expertise in **soil compaction verification, concrete testing, and material strength assessments** ensured the integrity of critical infrastructure. By maintaining high-quality standards and addressing challenges, Emmanuel contributed to the **drainage system's functionality, safety, and resilience**, meeting operational and infrastructure requirements.

2022-2023, Construction Management and Inspection Services for Wastewater, Houston, TX: The Professional CMIS Construction Management and Inspection Services for Wastewater Facility Projects involved a **\$4.5 million contract with the City of Houston**, covering multiple wastewater treatment facilities such as Sims South, Sims North, 69th Street, Keagan Bayou, Southwest, and Buffalo Bayou Plants. The project also extended to **inspections across City of Houston Districts A-K**, ensuring compliance with regulatory standards for critical infrastructure and operational systems.

Key Activities: As a **Field Technician**, Emmanuel conducted **inspections** and **monitored construction activities** related to **foundation stability** and **structural components**. A major challenge was managing **temporary service shutdowns** for upgrades, which Emmanuel resolved by coordinating phased construction plans with **contractors** and **wastewater operations teams** to maintain **service continuity**. His ability to ensure all inspections met **safety standards** and were completed on time was crucial to the project's success.



Related to Scope of Services: Emmanuel's work on the Houston wastewater facility upgrades aligns with the Brazoria scope, especially in **structural inspections** and ensuring **compliance with regulatory standards**. His role in **evaluating mechanical, electrical, and safety systems**, as well as **subsurface and structural inspections**, contributed to the **operational resilience** and **safety** of the wastewater infrastructure. His proactive approach in addressing challenges like **service continuity** directly enhanced the **resilience** and **safety** of the facilities, meeting the standards of the Brazoria scope.

Roger Paben

Field Technician



North Harris County College

Bio

Roger Paben is a Field Technician with 30 years of experience and certifications in TxDOT, ACI, and asphalt and concrete testing. He has contributed to major projects like the Treaschwig Road A expansion, Cloverleaf Drainage Improvements, and wastewater facility upgrades, specializing in soil compaction, asphalt density, and concrete strength testing. Roger is known for his ability to tackle challenges such as inconsistent soil compaction and managing construction disruptions, ensuring project specifications are met. His expertise in structural inspections and regulatory compliance supports the resilience, safety, and integrity of critical infrastructure.

Certifications

- | | | |
|---------------------|---|--|
| - TxDOT SB101 | - 12.1.1 - Asphaltic Concrete Production | - 12.1.6 - Embankment/Subgrade/Backfill /Base Production |
| - TxDOT SB102 | | |
| - TxDOT SB103 | - 12.1.4 - Asphaltic Concrete Placement | - 12.1.7 - Embankment/Subgrade/Backfill /Base Placement |
| - HMA 1B | - 12.1.5 - Portland Cement Concrete Placement | |
| - HMA 1A | | |
| - ACI Field Grade I | | |

Construction Materials Testing Project Experience

2024-Current, Treaschwig Road A, Houston, TX: The Treaschwig Road A (Phase 1) project in Harris County Precinct #3, Houston, TX, is a **\$20 million project to widen Treaschwig Road from a two-lane asphalt roadway to a four-lane concrete boulevard**. Key features include sidewalks, raised medians, traffic signals, storm sewer drainage, and a detention basin to reduce flooding risks.

Key Activities: As a **Field Technician**, Roger played a crucial role in conducting **CMT** to ensure **specification compliance**. He conducted tests such as the **water content and density of soil** (ASTM D6938), **density of bituminous pavement** (ASTM D6938), and **compressive strength of cement-stabilized materials** (ASTM D-1633). One of the main challenges Roger faced was ensuring proper compaction of the soil in the roadway subgrade. To overcome this, he closely monitored soil moisture content and density, adjusting compaction efforts when needed to ensure the **stable foundation** for the four-lane boulevard. His proactive approach and close communication with the team ensured **quality assurance** throughout the process.

Related to Scope of Services: Roger's work aligns with the Brazoria scope, particularly in **structural inspections** and **regulatory compliance**. His testing of **soil compaction** and **asphalt density** was key to ensuring the **integrity** of the **roadway foundation** and the **durability** of the surfaces, supporting the project's goal of improving **infrastructure resilience**. Roger's focus on **compaction quality** and **strength assessments** contributed to the overall **resilience** and **safety** of the completed roadway.

Roger Paben

Field Technician

2024-Current, HCFCF Cloverleaf Drainage and Detention Pond, Houston, TX: The **\$21.1 million** Cloverleaf Area Drainage Improvements project, led by CDM Smith, focuses on improving stormwater management and reducing flood risks in northern Cloverleaf. Key upgrades include **constructing a storm sewer box culvert, installing concrete inlet structures, re-grading drainage ditches, upgrading driveway culverts, and enhancing the sanitary sewer system** to bolster the community's drainage infrastructure and resilience.

Key Activities: As a **Field Technician**, Roger Paben conducted essential **soil compaction** and **concrete strength testing** for key infrastructure elements such as the **storm sewer box culverts** and **concrete inlet structures**. He also verified **asphalt density** and **stability**. A challenge arose with inconsistent **soil compaction** in certain areas, which could have affected the **structural integrity** of the drainage system. Roger addressed this by working with the construction team to ensure additional compaction testing and adjustments were made, ensuring **compliance** with project specifications.

Related to Scope of Services: Roger's work on the Cloverleaf project aligns with the Brazoria scope by focusing on **structural inspections** and ensuring **regulatory compliance**. His testing of **soil compaction, concrete, and asphalt** directly supported the **structural integrity** and **resilience** of the **storm sewer system** and **drainage infrastructure**, meeting the **quality standards** outlined in the Brazoria scope and ensuring long-term **reliability** for the community.

2022-2023, Construction Management and Inspection Services for Wastewater, Houston, TX: The Professional CMIS Construction Management and Inspection Services for Wastewater Facility Projects involved a **\$4.5 million contract with the City of Houston**, covering multiple wastewater treatment facilities such as Sims South, Sims North, 69th Street, Keagan Bayou, Southwest, and Buffalo Bayou Plants. The project also extended to **inspections across City of Houston Districts A-K**, ensuring compliance with regulatory standards for critical infrastructure and operational systems.

Key Activities: As a **Field Technician**, Roger conducted **structural inspections** and **subsurface investigations** to verify **foundational stability**. His work included inspecting **concrete, masonry, and metal framing** at wastewater facilities. A major challenge involved coordinating **temporary service shutdowns** to facilitate upgrades without interrupting operations. Roger worked closely with contractors to ensure these shutdowns were efficiently managed, minimizing disruptions. He also inspected **HVAC, plumbing, and fire suppression systems** to ensure compliance with **safety regulations**.



Related to Scope of Services: Roger's work aligns with the Brazoria scope through his role in **structural inspections** and **subsurface investigations** to ensure the **integrity** and **resilience** of the infrastructure. His attention to detail in overseeing upgrades and ensuring **regulatory compliance** directly contributed to the **long-term durability** and **safety** of the wastewater treatment facilities, fulfilling the scope's objectives of **quality assurance** and **regulatory adherence**.

Emmanuel Mendiola

Field Technician



**B.S. in Structural
Analysis in Analysis
& Design,
University of Houston**

Bio

Emmanuel Mendiola is a Field Technician with a B.S. in Structural Analysis & Design from the University of Houston and certifications in NICET Concrete II, NICET Soil II, NICET Asphalt II, and ACI Field Grade I. With extensive experience in construction material testing (CMT), Emmanuel has worked on projects like Treaschwig Road A, Cloverleaf Drainage Improvements, and wastewater facility upgrades. His expertise includes testing soil compaction, pavement density, and concrete strength, ensuring compliance with project specifications and industry standards. Emmanuel's proactive approach in addressing challenges, such as moisture content in soil testing, has contributed to the structural integrity and resilience of critical infrastructure, supporting flood mitigation, safety, and long-term community stability.

Certifications

- NICET Concrete II
- NICET Asphalt II
- NICET Soil II
- ACI Field Grade I

Construction Materials Testing Project Experience

2024-Current, Treaschwig Road A, Houston, TX: The Treaschwig Road A (Phase 1) project in Harris County Precinct #3, Houston, TX, is a **\$20 million project to widen Treaschwig Road from a two-lane asphalt roadway to a four-lane concrete boulevard**. Key features include sidewalks, raised medians, traffic signals, storm sewer drainage, and a detention basin to reduce flooding risks.

Key Activities: As a **Field Technician**, Emmanuel conducted **Construction Material Testing (CMT)** to ensure compliance with project specifications. His work included testing **soil moisture content and compaction** (ASTM D6938), **pavement density** (ASTM D6938), and **compressive strength of cement-stabilized materials** (ASTM D-1633). A challenge arose when testing the **soil compaction** in areas with high moisture content, which was resolved by increasing the testing frequency to ensure proper stabilization. Emmanuel's tests were vital to maintaining the **structural integrity** and **durability** of the road and associated infrastructure.



Related to Scope of Services: Emmanuel's role in the Treaschwig Road A project aligns with the Brazoria scope, focusing on **materials engineering** and **construction material testing**. His thorough testing ensured the **structural strength** and **resilience** of critical components like the **road subgrade** and **cement-stabilized materials**. His proactive approach in coordinating with the project team and ensuring compliance with **industry standards** directly supported the project's objectives of **flood mitigation**, **traffic flow enhancement**, and **safety improvements**. Through this, Emmanuel contributed to building a **robust infrastructure** for the community.

Emmanuel Mendiola

Field Technician

2024-Current, HCFCF Cloverleaf Drainage and Detention Pond, Houston, TX: The **\$21.1 million** Cloverleaf Area Drainage Improvements project, led by CDM Smith, focuses on improving stormwater management and reducing flood risks in northern Cloverleaf. Key upgrades include **constructing a storm sewer box culvert, installing concrete inlet structures, re-grading drainage ditches, upgrading driveway culverts, and enhancing the sanitary sewer system** to bolster the community's drainage infrastructure and resilience.

Key Activities: As a **Field Technician**, Emmanuel performed **soil testing, compaction verification, and concrete strength testing** for critical components like **culverts** and **drainage ditches**. A key challenge was testing soil compaction in moisture-heavy areas, which was resolved by increasing testing frequency to ensure stability. Emmanuel's work ensured the **structural integrity** of essential infrastructure.

Related to Scope of Services: Emmanuel's testing and oversight directly aligns with the Brazoria scope, focusing on **material integrity** and **compliance with standards**. His role ensured that **storm sewer systems, culverts**, and other components met **strength** and **durability** requirements, contributing to a **resilient drainage system** designed to withstand floods and improve community safety.

2022-2023, Construction Management and Inspection Services for Wastewater, Houston, TX: The Professional CMIS Construction Management and Inspection Services for Wastewater Facility Projects involved a **\$4.5 million contract with the City of Houston**, covering multiple wastewater treatment facilities such as Sims South, Sims North, 69th Street, Keagan Bayou, Southwest, and Buffalo Bayou Plants. The project also extended to **inspections across City of Houston Districts A-K**, ensuring compliance with regulatory standards for critical infrastructure and operational systems.

Key Activities: As a **Field Technician**, Emmanuel conducted detailed **inspections** of the structural integrity of the facilities, focusing on **foundational stability, concrete, masonry, and metal framing**. He also oversaw the inspection and compliance of **electrical, mechanical, and plumbing systems** to meet the stringent standards set by Houston Public Works. A key challenge that Emmanuel faced was coordinating **temporary service shutdowns** necessary for critical upgrades to the wastewater facilities. Emmanuel worked with contractors and the operations team to develop **phased construction plans**, ensuring that the

shutdowns were executed efficiently to prevent service interruptions. His attention to detail and ability to coordinate these shutdowns minimized disruption to the local community.

Related to Scope of Services: Emmanuel's work aligns with the Brazoria scope by focusing on **structural integrity** and **regulatory compliance**. His efforts in **subsurface investigations, safety inspections**, and ensuring compliance with **environmental standards** contributed to the long-term **safety** and **resilience** of the wastewater facilities.





FIRM
DCCM

EXPERIENCE
41 years

EDUCATION
BS, Industrial Engineering Technology
– Cheyney University of Pennsylvania

LICENSES/REGISTRATIONS
Envision Sustainability Professional,
No. 46182 – Exp. 08/07/2025

TXDOT PRECERTIFICATIONS
11.3.1, 11.9.1, 18.3.1, 18.6.1

BACKGROUND
Manny is an experienced construction manager with expertise in overseeing projects related to highways, local roadways, ports, and bridges. He has represented several organizations, including Port Houston, TxDOT, Harris County Toll Road Authority, Pennsylvania Department of Transportation, New Jersey Turnpike Authority, and the City of Philadelphia, for federally funded construction projects since 1998. The projects that he has worked on have varied in size, ranging from \$250,000 to \$254 million. Manny has a wide range of skills and is adept at managing, scheduling, inspecting, coordinating job costs, computing, estimating, reviewing, and executing construction plans in accordance with industry standards and specifications. He has worked on various facilities and projects, including structures, roadways, pumping stations, fiber-optic lines, and power line transmissions. He has served in several capacities, including inspector, office engineer, and project coordinator. All engineering design is performed under the supervision of Youssef Laham, PE.

BAYPORT WHARF/DREDGE TERMINAL CONSTRUCTION
PORT HOUSTON | SEABROOK, TEXAS

Manny served as Coordinator and Construction Inspector for the new Bayport Wharf/Dredge Terminal construction. He reviewed construction plans in accordance with specifications and assisted in reviewing and preparation of change orders for project quantities "over and under." He computed cut and fill quantities for roadway sections, concrete and reinforcement steel quantities for bridge deck pours, and payments for such pours based on the contractor's estimate. He inspected the roadway excavation, subgrade preparation, concrete milling, embankment placement for abutments, the installation of drill shaft and the foundations, concrete beam placement, asphalt pavement placement, bent footings, column, cap pours, reinforced earth walls, 18- to 36-inch reinforced concrete pipes and various concrete box culverts. Manny also conducted weekly safety toolbox meetings as per the Occupational Safety and Health Administration (OSHA) standards. As a certified American Concrete Institute (ACI) Grade 1 Technician, Manny also performed concrete testing (air and slump) and compressive tests on cylinder molds.

HIGHLAND BAYOU DIVERSION CHANNEL
GALVESTON COUNTY/U.S. ARMY CORPS OF ENGINEERS | HITCHCOCK, TEXAS

Manny inspected and coordinated 6-inch IPS at Highland Bayou Canal for Galveston County and U.S. Army Corps of Engineers permit conformance. He coordinated crossing logistics and horizontal directional drilling with Enterprise Products and MPG Pipeline Contractors. Manny reviewed proposed utility plans for Galveston County compliance and observation of possible frac-out with the crossing "reference zone," and prepared the daily utility reports.

IH 45 SOUTH WIDENING
TXDOT | LEAGUE CITY, TEXAS

Manny served as Construction Inspector for the widening of IH 45 South from the Harris County line to FM 518. He reviewed construction plans in accordance with specifications and assisted in reviewing and preparation of change orders for project quantities "over and under." He computed cut-and-fill quantities for roadway sections, concrete and reinforcement steel quantities for bridge deck pours, and payments for such pours on the contractor's pay estimate. He inspected the roadway excavation, subgrade preparation, concrete milling, embankment placement for abutments, the installation of drill shaft and the foundations, concrete beam placement, asphalt pavement placement, bent footings, column, cap pours, reinforced earth walls, 18- to 36-inch reinforced concrete pipes and various concrete box culverts. Manny also conducted weekly safety toolbox meetings per OSHA standards. As a certified ACI Grade 1 Technician, Manny also performed concrete testing (air and slump) and compressive tests on cylinder molds.

CORAGGIO MAGLIO, PE

VICE PRESIDENT, WATER & COASTAL RESOURCES BUSINESS LINE LEADER

PROFESSIONAL EXPERIENCE

20 years

BACKGROUND

Coraggio is highly accomplished in the fields of civil engineering, environmental restoration, coastal engineering, and water resources. He has 14 years of experience in the U.S. Army Corps of Engineers (USACE) working on design projects, managing diverse teams, and studies all over the globe; his 6 years in the private sector have focused on environmental, water quality, permitting, and program management of large-scale water resources efforts. He has a strong background in dredging technologies, research and development, sediment science, and coastal resiliency.

EDUCATION

MS, Ocean Engineering – Florida Institute of Technology

BS, Civil Engineering – University of South Florida

LICENSES/REGISTRATIONS

Professional Engineer, Texas No. 136153 – Exp. 09/30/2024

Professional Engineer, Florida No. 69697 – Exp. 02/28/2025

TXDOT CERTIFICATIONS

- 1.5.1 Feasibility Studies
- 10.6.1 Coastal Hydraulic Design
- 10.7.1 Riverine Hydraulic Design
- 17.5.1 Civil Engineering
- 20.6.1 Hydrodynamic Modeling

AWARDS – 6 notables

- 2012 USACE Innovator of the Year
- 2014 IADC Young Author Award
- 2015 WEDA Best Tech Paper Award
- 2017 USACE Dam Safety Team
- 2017 USACE Humanitarian Service
- 2017 USACE Superior Civilian Service

PATENTS – Incrementally adjustable fluid control system, U.S. Grant number US9481971B2

TEXAS GLO COMBINED RIVER BASIN FLOOD STUDY - TECHNICAL PM

[DCCM | HOUSTON & AUSTIN, TX](#)

Mr. Maglio leads the review team overseeing the technical deliverables from four Regional Vendor teams working directly for the Texas General Land Office (GLO). This program includes hydrology, hydraulics and coastal models covering 53 Texas' counties. The studies aim to increase resiliency by helping communities prioritize effective mitigation strategies and pursue additional funds. Program cost was \$120M.

COASTAL TEXAS PROTECTION AND RESTORATION FEASIBILITY STUDY

[USACE | VARIOUS LOCATIONS](#)

He led the technical team for the Coastal Texas Study which was initiated to evaluate large-scale coastal storm risk management and ecosystem restoration actions aimed at providing the coastal communities of Texas with multiple lines of defense from a wide array of coastal hazards. Mr. Maglio provided oversight and review of work products as well as developed new techniques to determine cost vs. benefits of ecosystem restoration concepts. Study cost was \$21M.

SOUTH PADRE ISLAND SEDIMENT MANAGEMENT PLAN DEVELOPMENT

[USACE | South Padre Island, TX](#)

Developed an island long coastal sediment management plan with the specific intent to address the best locations to place the beneficial use of dredged material from USACE navigation project to maximize its benefits. This was followed by a sediment tracer study in collaboration with TAMU to determine if a nearshore berm dredged material placement would ultimately provide sediment to the beach. Study cost was \$500k.

GALVESTON ISLAND SEDIMENT MANAGEMENT PLAN UPDATES 2 & 3

[USACE | Galveston, TX](#)

Revised and updated the existing coastal sediment management plan for Galveston Island. These revisions included more detail on the beneficial use of dredged material from the Galveston Entrance channel to maximize its benefits, address erosion hotspots and innovative technologies for backpassing sediment. Study cost was \$300k.

LAKE HOUSTON GEOMORPHIC ANALYSIS REPORT

[USACE | Houston, TX](#)

A forensic analysis of the West Fork of the San Jacinto River was conducted post-Hurricane Harvey to understand the mechanism and magnitude of contributions from various sediment sources in to the water supply reservoir of lake Houston. Study cost was \$100k.

ADDICKS AND BARKER SEDIMENTATION STUDY

[USACE | Houston, TX](#)

The study was conducted to determine the approximate quantity of sediment that had been accumulated since their creation. Innovative radiological isotope dating was utilized along with geotechnical coring to determine the sedimentary horizons within each reservoir and associated volumes. Study cost was \$250k.

CORAGGIO MAGLIO, PE

VICE PRESIDENT, WATER & COASTAL RESOURCES BUSINESS LINE LEADER

AFFILIATIONS

- American Society of Civil Engineers (ASCE)
- ASCE - EWRI Houston Chapter
- Society of American Military Engineers (SAME)
- American Shore and Beach Preservation Association (ASBPA)
- American Council of Engineering Companies (ACEC)
- Texas Floodplain Management Association (TFMA)

PROJECT EXPERIENCE

- Permitting
- Planning
- Reservoir management
- Water control
- Dams and Levees
- Locks
- Dredging
- Placement area design
- Navigation channels
- Shoreline Restoration
- Beach profile design
- Wave breaks
- Wetland restoration
- Surveying
- Hydrographic
- Topographic
- LiDAR
- Waterfront design
- Marinas
- Groins
- Revetments
- Jetties
- Breakwaters
- Seawalls
- Sediment sampling
- Core borings
- Vibracoring
- Biological Assessments
- Water quality monitoring
- Resource surveys
- Wetland delineations
- Environmental permitting
- Project oversight
- Construction inspection
- Landscape architecture
- Historic structure restoration

TEXAS INTEGRATED FLOODING FRAMEWORK (TIFF) – PROGRAM MANAGER

[USACE | AUSTIN & GALVESTON, TX](#)

This plan created expert based advisory teams providing guidance to address all aspects of complex riverine and coastal resiliency concerns in Texas, including compound flooding. Program cost was \$9M.

TEXAS RIVERINE AND COASTAL RESOURCES STUDY – PROGRAM MANAGER

[USACE | VARIOUS LOCATIONS](#)

Developed a MOA between USACE, TxGLO, and BOEM to collaboratively determine where sediment resources reside in the Texas coastal and estuarine areas. The existing state of the knowledge and Texas' sediment science was documented, and a work plan was developed to address gaps and was subsequently funded to enable coastal and beach restoration. Program cost was \$5M.

SELECT PUBLICATIONS – 20+ Papers

Sediment Placement Regulations of U.S. Coastal States and Territories: Towards Regional Sediment Management Implementation, developed by the American Shore & Beach Preservation Association (ASBPA) and Coastal States Organization (CSO) with support from the U.S. Army Corps of Engineers (USACE) Institute for Water Resources (IWR).

<https://www.coastalstates.org/?wpdmdl=18137>

Maglio, C.K., Das, H., Fenner, F. Modal Grain Size Evolution as it Related to the Dredging and Placement Process – Galveston Island, Texas. Proceedings of virtual Conference on Coastal Engineering, 2020. Published December 31, 2020.

Maglio, C.K., Das, H., Fenner, F. Empirical Formula to Estimate Borrow Sediments Ultimate Beach Compatibility through Case Studies, in Florida and Texas. Coastal Sediments 2019 - Proceedings of the 9th International Conference. World Scientific. May 27-31, 2019.

Maglio, C.K., Ousley, J.D., Hershorin, A., Mora, M.A. 2015. Tampa Harbor Maintenance Dredging with Egmont Key Beneficial Re-use of High Silt Content Material using a Traditional Template versus Cross Shore Swash Zone Placement. Proceedings of Western Dredging Association (WEDA) and Texas A&M University (TAMU) Center for Dredging Studies.

Townsend, K., Maglio, C., Thomas, R., Thornton, D., Miller, J., Campbell, T., Lin, L., Willey, S., Wood, E. Reducing Shoaling in the GIWW and Erosion of Barrier Islands along West Galveston Bay. Terra et. Aqua. Number 136, September 2014.

Weber, C., Moya, J., Halm, B., Tucker, R., Trevino, R., Welp, T., Maglio, C., & Figlus, J. (2018). A Scale Model Sediment Bypassing and Back-Passing System on Galveston Island, Texas Innovative Technology for Regional Sediment Management. Coastal Engineering Proceedings, 1(36), sediment.47. <https://doi.org/10.9753/icce.v36.sediment.47>

Sean Murphy | Construction Operations Lead

Sean Murphy, an experienced Construction Project Manager with over a decade of experience in roadway inspection and project management, joined Doucet in 2022. As Senior Construction Manager and Project Manager, he oversees key aspects of diverse construction projects, including major work items on urban freeway projects, housing developments, parks, and utility construction in Central Texas. Mr. Murphy is a dedicated project owner, ensuring that construction efforts align with plans and specifications, effectively coordinating with stakeholders, and proactively addressing field challenges.

Mr. Murphy brings a strong foundation from his six-year service in the U.S. Air Force, coupled with valuable technical experience gained in the oil and gas sector. He excels in personnel and task management, including mentoring and training team members. Mr. Murphy possesses specialized skills in safety and emergency response, having served in multiple leadership roles as a firefighter in the U.S. Air Force and as a team leader in industrial, oil, and gas settings nationwide.

Projects

1849 Phase 2 Park, Pflugerville, TX

Construction Management and Inspection for two projects: 1849 Park Phase II provide stormwater detention for both new and existing park amenities, along with grant-funded parking and lighting improvements. 1849 Park Phase II will also significantly expand recreational facilities by adding three new baseball/softball fields, a food truck park, additional parking, restrooms, concessions, and large gathering spaces.

SH 95 Resurfacing Construction Management; Williamson County, TX

Construction management and inspection services for the reconstruction of the roadway, building super two configuration of 14 miles of four-lane roadway.

Waterstone (Subdivision) & Amenities Park - Hays County, TX

Construction Management services are being provided to the Lennar Homes and Lasalle MUD District #1 for an Eight (8) Phase 2,034 Lot home development. This site also includes an amenities park, hike and bike trails. Services included construction Inspection of roadway, sidewalks, storm sewer, dry and wet utilities, and Water Quality Ponds.

TxDOT Austin CEI Services – IH 35 from E Riverside Dr to E Oltorf St Travis County, TX

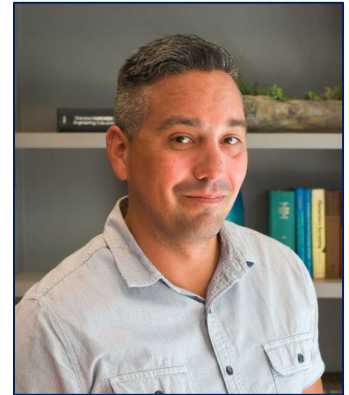
Construction management and inspection services on IH 35 from East Riverside Drive to East Oltorf Street in Travis County. Engineer Lead Inspection Team (ELIT) services include construction oversight and inspection for the addition of shoulders and auxiliary lanes, on and off bridges, as well as ramp and pavement improvements.

TxDOT Austin District – CEI Misc. Overlay Projects; Austin District, TX

Managing construction of specific operations and providing Engineer Led Inspection Teams to resurface and restripe eight specific projects in the Austin District

IH 35, IH 410 North to IH 410 South Reconstruction CEI; San Antonio, TX

Construction engineering and inspection services for a highly congested, five-mile section of IH 35, between IH 410 North and IH 410 South, widening the existing six-lane expressway, the adjacent auxiliary lanes between the ramps, and five bridges; & reconstructing two bridges plus the two major interchanges with IH 410 North and IH 410 South.



Sean Murphy Construction Operations Lead

Certifications

TxDOT Precertifications: 11.3.1, 12.1.4

- CON816
- CON817
- DES908
- EL4030
- ENV103 - Storm Water Pollution Prevention Plan
- ENV405
- ENV414
- ENV432
- ENV433
- ENV457
- Hazardous Materials Technician
- MNT415
- OSHA 10 Hour Construction Program
- Work Zone Traffic Control

Level 1B Roadway Specialist
CISEC

Contact

Doucet & Associates, Inc.
Corporate Office
7401 B Hwy 71 West
Suite 160
Austin, Texas 78735
O: 512.583.2600
F: 512.583.2601

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Marwan Tawashy	13. ROLE IN THIS CONTRACT Lab QA/QC	14. YEARS EXPERIENCE	
		a. TOTAL 22	b. WITH CURRENT FIRM 10
15. FIRM NAME AND LOCATION (City and State) HVJ Associates, Inc., Houston, Texas			
16. EDUCATION (Degree and Specialization) Associate in Science, Houston Community College, 2008		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) NICET Soil Level 3; Concrete Level 3; Asphalt Level 2; ACI Strength; TxAPA 1A; TXAPA 1B; SB101; SB102; SB201; Agg101 1A			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) HCFCF Addicks Reservoir Repair Package 2-Z100-00-00-X323	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm		
Lab QA/QC for construction materials testing services for the Addick's Reservoir Repair Package 2 project. Our services mainly included soil testing for utility backfill, embankments and related earth works. Our scope also included concrete testing and inspection for pavement and related structures and asphalt testing. The project consisted of subdivision storm improvements that included the installation of utilities with approaching pavement. Our scope of material testing services included monitoring utility backfilling and soil compaction test, soil stabilization monitoring and testing, concrete testing for pavement and other structures, steel structure inspection if needed, and associated lab testing.			
b.	(1) TITLE AND LOCATION (City and State) HCFCF Excavation of Little York & Hopper Rd. Stormwater Detention Basins & Channel Conveyance Improvements #P518-10-00-E002	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
Lab QA/QC for construction materials testing services for the enhancement of the Little York and Hopper Road stormwater detention basins and channel conveyance. The purpose of the project was to manage stormwater flow and mitigate flooding in the Brays Bayou watershed by reconstructing the Buffalo Speedway bridge and widening the adjacent channel. The project included excavation, slope paving, clearing, and grubbing, and the replacement and removal of storm sewer and water lines, as well as segments of existing pavement and other infrastructure components. HVJ provided soil and concrete inspection and testing throughout the project, focusing on structural elements like drill shafts and bridge superstructures. Soil inspections included monitoring backfilling for utilities and ensuring proper subgrade preparation, with compaction testing for materials to meet engineering standards. HVJ performed laboratory testing to qualify materials and ensure compliance with specifications.			
c.	(1) TITLE AND LOCATION (City and State) HCED HC Pct 2, Asphalt Overlay On-Call in S Zone	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
Lab QA/QC for construction material testing and inspection services for Asphalt testing, Soil Testing for Utilities, Earth work and Subgrade, Concrete testing (Bridge structure, Foundation, Pavement, Sidewalks): test data will be provided by HVJ to Harris County Engineering Department representative and they will be use by HVJ for testing and other visual inspections on project as requested. Also provided associated lab. testing for concrete and sampling asphalt and soil materials for laboratory testing as required.			
d.	(1) TITLE AND LOCATION (City and State) Harris County Engineering Department Job No. 23-0278 Barrett Station Phase I Dreamland Place, Harris County, Texas	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
Lab QA/QC for Construction Materials Testing and related services for the construction of drainage improvements to Barrett Station (Phase 1 - Dreamland) Subdivision located in Harris County, Precinct 3. Project involves ditch constructions with concrete lining, installation of 3'x2' RCB under road bed, Roadway earthwork, concrete and asphalt pavement			
e.	(1) TITLE AND LOCATION (City and State) Harris County Pct 3 Prado Woods Subdivision Drainage Improv. Job No. 23-0462, Houston, Texas	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
Lab QA/QC soil testing for utilities backfill, replacing existing Ditch and installing 4'x2', 3'x2' RCB under the shallow ditch, widening existing roadway shoulders involves, roadway embankment and fly-ash lime stabilized subgrade testing and inspection, compressive strength for cement sand utilized to back fill around drainage structures (RCB), concrete testing for roadways, sidewalks, curbs, driveways and inspection of precast structures, asphalt testing at plant and on site for asphalt pavement of commercial driveways and roads.			

Marco Vargas

Technician

Certifications

- NICET Level III in Soils, Concrete, and Asphalt #114955
- ACI Concrete Field Technician Grade I #65614
- ACI Concrete Strength Lab Technician Grade I #65614
- TXAPA SB102 - TX DOT soils and base #488
- TXAPA 1B - TX DOT #8499
- Nuclear Gauge Certified Operator #VA20188004

TxDOT Pre-Certifications

- 12.1.2 - Portland Cement Concrete
- 12.1.4 - Asphaltic Concrete Placement
- 12.1.5 - Portland Cement Concrete Placement
- 12.1.7 - Embankment/Subgrade/B ackfill/Base Placement

Mr. Vargas is a senior material testing technician with more than 22 years of experience in field and laboratory testing for construction materials. He has also assisted chief inspector observing contractor's activities, documenting material receipts, and keeping daily records of equipment usage. He has successfully managed, inspected, and tested materials for numerous TxDOT, municipal, private, and commercial projects.

Relevant Project Experience

- TxDOT Houston GEC for SH 249 Extension Project in Grimes & Harris Counties #4486
- TxDOT Houston NHHIP 3B Additional Borings along I 69 - WA#5
- TxDOT Houston (#5319) CEI for SH288 from North MacGregor Way to IH 69 - CSJ# 0598-01-105 - WA#2
- TxDOT Houston (#5213) CEI for SH288 at CR 60 and CR63 CSJ 0598-02-116 and CSJ 0598-02-115 - WA#2
- TxDOT Houston (#5213) CEI for SH 36 Improvement from CR 818 to SH 332 - WA#1
- TxDOT Houston (#5103) SH 99 from FM 1093 to I-10 - WO#1
- TxDOT Houston (#4763) MAT-12-1IDP0009 for TXDOT on various projects- WA#2 (North Harris)
- TxDOT Houston (#4345) I-45 Galveston County CSJ: 0500-04-103 and CSJ 0500-04-104
- TxDOT Houston (#4316) CEI services for I-45 in Galveston County - CSJ: 0500-01-144 and CSJ 0500-01-107, WA#2
- TxDOT Houston (#4316) CEI services for two IH-45 Projects in Galveston County - CSJ: 0500-01-144 & CSJ 0500-01-107
- TxDOT Houston (#4177) CEI for Brazoria County SH288 at CR48 CSJ# 0598-02-112 - WA#4
- TxDOT Houston (#4177) CEI for FM 1960 from East Twigs Worth Lane to West of San Jacinto River Bridge - CSJ 1685-03-098
- TxDOT HOU CEI for FM1488
- TxDOT Houston US 59 Widening in Fort Bend County-CEI



HIRENDRA “HARRY” PATEL, PE
CME PROJECT MANAGER

EDUCATION

B.S., CIVIL ENGINEERING, UNIVERSITY OF HOUSTON, 2001
B.S., ENGINEERING TECHNOLOGY, UNIVERSITY OF HOUSTON, 1996

LICENSE

PROFESSIONAL (CIVIL) ENGINEER, TEXAS – NO. 103696

TXDOT PRECERTIFICATION 11.1.1, 12.1.1, 12.1.2, 12.1.3, 12.2.1; 12.2.2; 12.2.5

EXPERIENCE SUMMARY

Mr. Patel manages HVJ's Houston Construction Materials Testing Department. His experience expands more than 30 years and includes construction inspection, construction materials testing and geotechnical engineering. Mr. Patel's material management experience includes a wide range of transportation, state, county, municipal, and commercial projects. His management responsibilities include development and implementation of materials testing quality control and assurance plans, oversight of field and laboratory testing procedures for project compliance, interfacing with clients and contractors for smooth project flow, providing recommendations or alternative approaches for non-compliant construction materials, and project budget management. He has served as CME project manager on the following relevant projects:

TXDOT Houston District CEI for Cane Island Parkway from IH 10 to FM 1463, Fort Bend County, Texas. CMT Project Manager. This project involved Grade Separation of IH-10, roundabouts, loop connectors, ramps and the conversion of the eastbound frontage road to one way and pavement overlay for approximately 3 miles of roadway and 432 LF of the Cane Island Parkway Bridge. HVJ collaborated with the Construction Engineering & Inspection team to ensure that in-place construction materials were in compliance with project specification and that testing was performed in accordance with the TX DOT Quality Assurance Plan and Sampling and Testing Guide schedule. All sampling and testing activities were reported to the client on site manager and monitored by Mr. Patel and a senior CMT technician. Mr. Patel reviewed compliance reports and made recommendations for corrective actions as needed to address non-compliance test results.

TXDOT Houston District CEI for FM 1488, Montgomery County, Texas. CMT Project Manager. HVJ provided Construction Materials Testing Services as part of the Construction Engineering & Inspection conducted for the reconstruction of FM 1488. HVJ collaborated with the CEI prime firm to ensure that all testing and materials sampling were in accordance with current state guidelines and specifications.

TXDOT Houston District CEI for US 59 Widening, Fort Bend County, Texas. CMT Project Manager. This project involved the widening of US59 from FM762 to Spur 10 and consisted of approximately 6 miles of roadway and a ½ mile of bridge construction and included 800k of CY embankment, 850k SY each for lime stabilization and cement treated base and concrete pavement. The project also included over 3,000 LF of deep and shallow drilled shafts. As part of the Construction Engineering & Inspection team, HVJ served as Task leader for materials testing and observation services. Mr. Patel reviewed and approved the testing program for construction materials and provided recommendations for resolution in the event of non-compliance or deficiencies.

TXDOT Houston District Commercial Lab Testing Contract 33-333P0002 – Houston District for Projects FM 1960 (CSJ 1685-03-088), SH 242 (CSJ 3538-01-04), FM 1314 (CSJ 1986-01-044), FM 3083 (CSJ 3158-01-037) and FM2920 (CSJ 2941-02-050) – Project Engineer. HVJ provided asphalt material QA testing at various plants in various counties for projects listed. Mr. Patel coordinated and monitored QA asphalt tests performed by technicians. Reviewed QA test results and evaluated test results and confirmed results to TXDOT project engineer. He assisted in analyzing test results in event of noncompliance. He coordinated testing and inspection schedule with assigned TXDOT project inspector or engineer. He prepared logs and reviewed invoices for the respective project before final submittal.

SIGNED ADDENDUMS (IF APPLICABLE)

VENDOR TO INSERT SIGNED ADDENDUMS HERE



**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:

FRIDAY, FEBRUARY 14, 2025 at 2:00 P.M.

***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 #25-34 CONSTRUCTION ENGINEERING AND INSPECTION AND MATERIAL TESTING SERVICES FOR FOLLETS ISLAND DUNE RESTORATION PHASE 2 BLUE WATER HIGHWAY DUNES PROJECT"

RESENDENTS 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, CPPO, CPPB
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, CPPO, CPPB
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, CPPO, CPPB
County Purchasing Director
Brazoria County Courthouse
111 E. Locust Street, Bldg. A-29, Suite 100
Angleton, Texas 77515

Published Dates:

WEDNESDAY, JANUARY 15, 2025
WEDNESDAY, JANUARY 22, 2025

REQUEST FOR STATEMENT OF QUALIFICATIONS

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RFSQ #25-34 CONSTRUCTION ENGINEERING AND INSPECTION AND MATERIAL TESTING SERVICES FOR FOLLETS ISLAND DUNE RESTORATION PHASE 2 BLUE WATER HIGHWAY DUNES PROJECT

All documents included in RFSQ# 25-34 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 to sign form if applicable to telecommunications*)
- 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.

Exhibit A Required Document

Exhibit B Vendor Response

Attachment A Sample - Professional Service Agreement

BRAZORIA COUNTY INSTRUCTIONS TO RESPONDENTS

RFSQ #25-34 CONSTRUCTION ENGINEERING AND INSPECTION AND MATERIAL TESTING SERVICES FOR FOLLETS ISLAND DUNE RESTORATION PHASE 2 BLUE WATER HIGHWAY DUNES PROJECT

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 construction engineering and inspection and materials testing services for the Follets Island Dune Restoration Phase 2 Blue Water Highway Dunes 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.

Brazoria County intends to enter into a Professional Services Agreement with a prime firm to provide services shown in Item below.

1.1. PROJECT DESCRIPTION AND WORK TO BE PERFORMED

Blue Water Highway and Beach Access Five Dune Maintenance Project is to restore approximately 4,600 linear feet of dune along the Bluewater Highway (Brazoria County Road 257), which is the main evacuation route off Follets Island. The dune design includes a core made of biodegradable round hay bales placed in a shallow (approximately two feet) excavation/trench and staked to the existing ground with biodegradable wooden stakes. The core will consist of 5-ft diameter bales laid along the centerline, flanked by 3-ft diameter bales laid on either side. All sand excavated will be reused in forming the dune. The hay bale core will be overtopped with additional sand consistent with the existing sand, brought in to provide at least two (2) feet of cover and a dune height of 5-feet above existing ground, with 3:1 slope on each side. A biodegradable soil retention blanket will be installed, and vegetation established through plantings of marshhay cordgrass, sea purslane, sea oats, and bitter panicum.

A scoping meeting between the current consultant and the Brazoria County team may be necessary prior to requesting proposals from the highest-ranking firm.

1.1.1 Project Management

The scope of services for Project Management includes but is not limited to:

- Report directly to the assigned Brazoria County project manager
- Track budget and schedule of construction
- Prepare reports of project progress and project financials
- Prepare and lead progress meetings
- Ensure all federal requirements are met
- Be proactive in addressing project issues that may affect budget or schedule.

1.1.2 Construction Engineering and Inspection Services

The scope of services for the Construction Engineering and Inspection includes but not limited to:

- Managing construction project to complete project within budget and schedule
- Preparing and leading progress meetings and pre-activity meetings
- Daily inspection and preparing daily reports with pay item quantities, sketches, and photos
- Review, respond, and track all Requests for Information (RFIs)
- Review and approve or reject submittals/shop drawings
- Review Change Orders
- Prepare monthly pay applications
- Provide document control services to maintain good project records
- Utilize PM Vitals online construction management software for Daily Report, RFIs, Submittals, Change Orders, and monthly Pay Applications.

1.1.3 Material Testing Services

The material testing work to be performed shall generally consist of sampling and testing of material to verify compliance with plans, specifications, and environmental requirements, including but not limited to:

- Visual, smell, and moisture content testing of wood stakes to verify the wood is untreated in compliance with specification Item 195 Dune Soft Core
- Sampling and testing of imported beach-quality sand material to verify color, grain size, mineral content (silica sand), salt content, and absence of vegetation or other objectionable material in compliance with specification Item 132 Embankment (SAND)
- Water quality field testing and analysis of water for plantings to verify it is clean and free of industrial wastes and other substances harmful to the growth of vegetation in compliance with specification Item 168 Vegetative Watering

The Contract consists of the RFSQ#25-34 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.

This project was paid for (in whole or in part) with federal funding from the Department of Treasury through the State of Texas' General Land Office, pursuant to Senate Bill 8, which allocated Coronavirus State and Local Fiscal Recovery Funds (SLFRF) received by the State of Texas under the American Rescue Plan Act.

The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the State of Texas or the Treasury.

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

Step One –

Publicly advertised (1st Notice)	January 15, 2025
Publicly advertised (2nd Notice)	January 22, 2025
Deadline for Questions (Clarifications) Submitted	January 29, 2025
Deadline for Addendum to be posted in Bonfire	February 6, 2025

Response Open/Due date by 2:00 p.m. C.S.T. February 14, 2025

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

Negotiations

Enter into negotiations with highest ranked firm TBD

Award - Contract approval by Commissioner's Court March 2025

3. 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 construction engineering and inspection and materials testing services.

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 services requested.

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.

4. SELECTION CRITERIA & RECOMMENDATION

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 to 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 personnel 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 is able to show specific experience in providing construction oversight on construction work administered with FHWA projects.
 - 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)

5. PROPOSAL SCORING CRITERIA AND PROPOSAL REQUIREMENTS

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*:

6. 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.

7. PERIOD OF CONTRACT

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

8. QUESTIONS DUE DATE (FOR CLARIFICATIONS)

Any prospective respondent desiring any explanation or interpretation of the proposal must make a written request which must be received by the Purchasing Department on or before Wednesday, January 29, 2025. The request must be emailed to bidclarifications@brazoriacountytx.gov. Emails must include the project name and number in the subject field.

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

9. 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.

10. 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

11. 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.

12. 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.

13. 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.

14. ADDITIONAL REQUIREMENTS

14.1. 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.

14.2 Access to Records and Record Retention

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

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

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

14.3 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.”

14.4 Procurement of Recovered Materials (Solid Waste Disposal Act):

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

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

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

The list of EPA-designate items is available at

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

14.5 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.

14.6 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."

14.7 Compliance with Federal Law, Regulations, and Executive Orders

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

14.8 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."

14.9 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."

14.10 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.

14.11 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.

14.12 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.”

14.13 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.

14.14 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)

14.15 Equal Opportunity:

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

b. Key Definitions.

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

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

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

§ 60-1.4 Equal opportunity clause.

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

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

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

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

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

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

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

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

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

remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

14.16 Rights to Inventions Made Under a Contract or Agreement

Application:

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

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

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

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

BRAZORIA COUNTY STATEMENT OF NO OFFER

RFSQ #25-34 CONSTRUCTION ENGINEERING AND INSPECTION AND MATERIAL TESTING SERVICES FOR FOLLETS ISLAND DUNE RESTORATION PHASE 2 BLUE WATER HIGHWAY DUNES PROJECT

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: aerickson@brazoriacountytx.gov

NAME OF FIRM: _____

ADDRESS: _____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

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

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

Remarks: _____

BRAZORIA COUNTY STANDARD TERMS AND CONDITIONS

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

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

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

BRAZORIA COUNTY SPECIAL REQUIREMENTS

RESPONDENT INSTRUCTIONS:

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

The following requirements and specifications 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,
RFSQ #25-34 CONSTRUCTION ENGINEERING AND INSPECTION AND MATERIAL TESTING SERVICES FOR FOLLETS ISLAND DUNE RESTORATION PHASE 2 BLUE WATER HIGHWAY DUNES PROJECT

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 2:00 P.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, CPPO, CPPB
COUNTY PURCHASING DIR.
BRAZORIA COUNTY COURTHOUSE
PURCHASING DEPARTMENT
111 E. LOCUST, BLDG A-29, SUITE 100
ANGLETON, TEXAS 77515

PHYSICAL ADDRESS:

SUSAN SERRANO, CPPO, CPPB
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

If an error is made after your proposal submission is finalized, click [HERE](#) for instructions. Bonfire allows for offerer’s to make

alterations or amendments and re-submit their submissions before the project closes.

Altering Submissions – Hard Copy

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

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 invoice 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
237 E. Locust Street, Suite 403
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

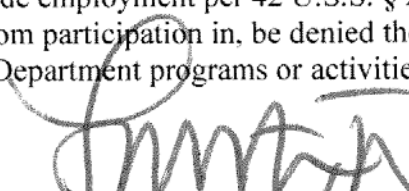
Brazoria County shall make an award to the most qualified respondent(s) meeting specifications and resulting from negotiations.

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

-

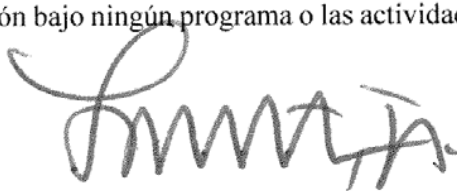
**Title VI and Related Statues
Nondiscrimination Statement**

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 Discriminacion**

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


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

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____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

TEXAS ETHICS COMMISSION RULES

CHAPTER 46. DISCLOSURE OF INTERESTED PARTIES

§ 46.1. Application

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

§ 46.3. Definitions

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

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

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

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

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

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

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

§ 46.5. Disclosure of Interested Parties Form

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

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

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

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

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

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</u> <u>(RFSQ)</u>	
RFSQ#:	25-34
OPENING DATE:	FRIDAY, FEBRUARY 14, 2025
OPENING TIME:	2:00 P.M. LOCAL TIME
RFSQ DESCRIPTION:	RFSQ #25-34 CONSTRUCTION ENGINEERING AND INSPECTION AND MATERIAL TESTING SERVICES FOR FOLLETS ISLAND DUNE RESTORATION PHASE 2 BLUE WATER HIGHWAY DUNES PROJECT
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*******