

BRAZORIA COUNTY

PURCHASING DEPARTMENT



SUSAN P. SERRANO, CPPO, CPPB

Purchasing Director

December 12, 2025

Byrdson Services, LLC dba Excello Homes
Attn: James Griffin
1245 West Cardinal Drive
Beaumont, TX 77705
procurements@byrdsonservices.com

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

Dear Mr. Griffin:

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

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

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

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

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

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

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

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

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

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

Very truly yours,

A handwritten signature in black ink, appearing to read "Natasha Serrano".

Natasha, CPPO, CPPB
Brazoria County Purchasing Assistant Director

BRAZORIA COUNTY CONTRACT SHEET

THE STATE OF TEXAS COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the 9th day of December 2025, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Commissioners' Court, and Byrdson Services, LLC dba Excello Homes of Beaumont, Texas.

WITNESSETH:

The Vendor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for **RFSQ# 25-59 Qualifications for a Contractor Pool for Residential Homes Elevations and or Reconstruction** as stated in the Request for Statement of Qualifications Table of Contents hereto attached and made a part hereof, together with the bond (when required), vendor's response and negotiated pricing, shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

The order of precedence shall be:

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

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

Executed at Angleton, Texas this 21st day of January 2026.

By: L. M. "Matt" Sebesta Jr.
County Judge Signature

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

By: James Griffin - President
Signature of Vendor

By: James Griffin - President
Printed Name and Title

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1400153

Date Filed:
12/15/2025

Date Acknowledged: 12/16/2025

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

Byrdson Services, LLC dba Excello Homes
Beaumont, TX United States

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

Brazoria County

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

RFSQ# 25-59

Residential Home Construction

5 Check only if there is NO Interested Party.

X

6 UNSWORN DECLARATION

My name is James Griffin, and my date of birth is 04.28.1972

My address is 1245 West Cardinal Drive, Beaumont, TX, 77705, USA
(city) (state) (zip code) (country)

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

Executed in Jefferson County, State of Texas, on the 15 day of December, 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, James Griffin (Person name), the undersigned representative of (Company or Business Name) Byrdson Services, LLC (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named above,

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

12.15.2025

DATE


SIGNATURE OF COMPANY REPRESENTATIVE

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Byrdson Services, LLC

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

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

N/A

Name of Officer

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

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

Yes No

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

Yes No

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

N/A

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

7

Signature of vendor doing business with the governmental entity

12.15.2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/19/2025

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 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 Box Insurance Agency 1200 S. Main St., Ste 1600 Grapevine TX 76051	CONTACT NAME: Certificates Administrator	
	PHONE (A/C, No, Ext): 817-865-1801	FAX (A/C, No):
INSURED Byrdson Services LLC dba Excello Homes 1245 W Cardinal Dr Beaumont TX 77705-6410	E-MAIL ADDRESS: certificates@boxinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Progressive County Mutual	29203
	INSURER B : Texas Mutual Insurance Company	22945
	INSURER C : LEXINGTON INSURANCE COMPANY	19437
	INSURER D : Amherst Specialty Insurance Company	17565
	INSURER E : Dellwood Specialty Insurance	17332
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 961682864

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
D	GENERAL LIABILITY			AH02-RSC-250000492-00	8/4/2025	8/4/2026	EACH OCCURRENCE	\$ 1,000,000	
	X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR							MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
								GENERAL AGGREGATE	\$ 2,000,000
								PRODUCTS - COMP/OP AGG	\$ 2,000,000
									\$
A	AUTOMOBILE LIABILITY			996522295	4/23/2025	4/23/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	X ANY AUTO							BODILY INJURY (Per person)	\$ Incl Above
	ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$ Incl Above
	X HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)	\$ Incl Above
	X Med Pay 5000						<input checked="" type="checkbox"/> UM/UIM \$1m		\$
D	UMBRELLA LIAB			AH04-RSC-250000453-00	8/4/2025	8/4/2026	EACH OCCURRENCE	\$ 5,000,000	
	X EXCESS LIAB						<input type="checkbox"/> OCCUR		\$ 5,000,000
							<input type="checkbox"/> CLAIMS-MADE		Follow Form
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N / A	0001272890	5/27/2025	5/27/2026	X WC STATUTORY LIMITS	OTHEr	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						<input type="checkbox"/> Y / N	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C E	Pollution & Professional \$5M x \$5M Excess Liability			015136646 DCX0000020500	5/24/2025 8/4/2025	5/24/2026 8/4/2026	LIMIT 5,000,000	1,000,000 5,000,000	

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

\$5,000,000 x \$5,000,000 Excess Policy #DCX0000020500 Carrier: Dellwood Specialty Insurance Company Effective 08/04/2025-08/04/2026

The Auto Liability policy includes a blanket automatic additional insured provision/endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that required such status.

The Auto Liability and Workers Compensation policies include a Blanket Waiver of Subrogation provision/endorsement that provide this coverage to the certificate holder, only when there is a written contract between the named insured and the certificate holder that requires such status.

See Attached...

CERTIFICATE HOLDER

CANCELLATION

Brazoria County 237 E. Locust Street, Suite 401 Angleton TX 77515	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Box Insurance Agency</i>

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Excello
Homes



TEXAS BRAZORIA COUNTY

Request for Statement of Qualifications

Contractor Qualifications for Residential
Home Elevations and or Reconstruction
for FEMA Harvey Disaster Funding
Recipients

Response to RSFQ #25-59

EXHIBIT A

Required Documents



877.390.5438



info@excellohomes.com

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EXECUTIVE SUMMARY

Excello Homes (Byrdson Services, LLC dba Excello Homes) is a Texas-based, HUB-certified, SBA-certified, WOSB focused exclusively on FEMA/HUD/CDBG-DR residential elevation, rehabilitation, and reconstruction. With 2,000+ homes delivered across TX, FL, NC, NJ, AL, and Puerto Rico—and no audit findings—Excello stands as a technically proficient and financially stable partner offering engineering precision, transparent compliance, and measurable community resilience.

Proven Local Performance & Rapid Mobilization Capability

From our strategically located League City office—approximately 25 miles from Angleton—Excello Homes can deploy resources rapidly and manage local permitting with precision across jurisdictions such as Pearland and Lake Jackson. In soil and floodplain conditions comparable to Brazoria County, our team has successfully completed over 850 elevation and reconstruction projects, including more than 400 Texas home elevations since 2018, all with 100% FEMA close-outs. Our portfolio includes Flood Mitigation Assistance (FMA) projects in Nassau Bay, Taylor Lake Village, and Jersey Village, Texas, all delivered in full compliance with NFIP and TWIA requirements. County officials benefit from real-time oversight through our integrated digital project control systems, ensuring transparency and accountability at every phase.

Award-Winning Performance

Excello Homes has built a distinguished reputation for excellence across the United States, earning recognition from program administrators and emergency management officials for our outstanding performance in federally funded disaster recovery and housing programs. As a prime contractor for multiple state and federally funded disaster recovery programs—including the Texas General Land Office (GLO) Hurricane Harvey, Imelda, and Winter Freeze initiatives—Excello Homes has successfully executed reconstruction, rehabilitation, and elevation projects across Galveston, Jefferson, Orange, and Brazoria Counties. Our team consistently meets or exceeds all contractual timelines, safety standards, and quality performance benchmarks, reinforcing our reputation for reliability and technical excellence in disaster recovery housing delivery.

Our Texas-based leadership and field operations teams are recognized for their precision, transparency, and responsiveness, maintaining close coordination with state and local permitting agencies, floodplain managers, and environmental reviewers to ensure seamless project delivery. Excello Homes' proactive communication, meticulous documentation, and rigorous quality control have positioned the firm as a trusted partner for large-scale, high-visibility recovery initiatives across the Gulf Coast.

Beyond Texas, Excello Homes has earned national recognition from Emergency Management and HUD officials for excellence in implementing Acquisition, Demolition, and Elevation Programs under CDBG-DR and FEMA Hazard Mitigation funding. Our company's continued success in Alabama, North Carolina, Florida, and Puerto Rico reinforces its capacity to mobilize rapidly, manage complex regulatory frameworks, and deliver resilient, code-compliant housing solutions in diverse recovery environments. We were scored number one in the Florida Statewide Program.



Engineering & Compliance

Excello Homes demonstrates extensive expertise across all elevation types, including pier-and-beam, slab-on-grade, and hybrid foundation systems. Our engineering and field teams have executed some of the most complex structural elevations in Texas, notably raising one of the state's largest residential homes — complete with an attached boathouse — to a height of 23 feet above grade, setting a benchmark for precision and structural integrity in elevation performance.

Excello Homes has been selected to complete complex elevation projects that other contractors were unable to finish, demonstrating our proven ability to resolve technical challenges, restore compliance, and deliver successful outcomes where others could not.

In partnership with JDSI Engineering (TX/FL/NC), every design is PE-stamped to ASCE 24-14, FEMA P-55, and IRC 2024. Excello owns several of the most advanced unified hydraulic jacking systems (100 ton/point) that deliver +/- 1/8' precision. Our FEMA-approved QA/QC sequence—geotech/utility pre-checks, PE-sealed elevation design/BFE analysis, lift/foundation/anchorage inspections, and digital documentation through QuickBase—produces audit-ready records meeting FEMA/TWDB standards.

Safety & Warranty Led by President James Griffin, CSP with a track record of zero OSHA recordables, EMR 0.72. Third-party 10/2/1 warranty company (StrucSure) with zero claims; homeowners receive a digital and written warranty packet and complete permit/inspection/COC files.

Federal Credibility Excello maintains a zero-finding record under 2 CFR 200, NFIP 44 CFR §60.3, and TWDB guidelines, and has been formally recognized by NC DPS leadership for technical excellence and documentation quality.

Commitment to Brazoria County

- Mobilize within 48 hours of NTP
- Open a local Angleton project office
- Provide weekly progress and QA/QC reports to the County/TWDB
- Maximize local subcontracting and Section 3 participation

Excello Homes offers Brazoria County a proven, experienced and successful partner with the team, equipment, and controls already in place to deliver safe, compliant, and permanent results. We are confident we represent the best value for elevating families out of harm's way—on schedule, within budget, and with measurable local economic impact.

Execution Across Diverse Terrains

Excello Homes has demonstrated repeatable success operating in coastal, mountainous flood-prone, and urban regions across the United States. Our specialized experience with elevation, pier-and-beam and slab foundations, modular installations, site-specific geotechnical evaluations for slope stabilization, and terrain-specific permitting allows us to execute complex scopes while adapting to local topographical challenges. Excello Homes enforces strict job site safety protocols,

including steep-slope work plans, site-specific hazard analyses, fall protection systems, and environmental hazard mitigation measures to protect field personnel and subcontractors.

Through each program, Excello Homes has demonstrated the agility to mobilize quickly, the discipline to meet stringent federal and state regulatory requirements, and the dedication to providing high-quality housing solutions for disaster-affected communities. Our extensive portfolio, combined with our depth of technical expertise and operational scalability, positions Excello Homes as a premier partner for current and future housing recovery initiatives.

Excello Homes consistently meets aggressive delivery timelines:

- ❖ Reconstruction: Completed in ≤120 days
- ❖ Demolition: Completed in ≤30 days
- ❖ Elevation: Completed in ≤90 days
- ❖ Rehabilitation: Completed in ≤30–120 days (based on project size)

COMPANY PROFILE

 NAME OF FIRM
Byrdson Services, LLC
 PRIMARY CONTACT
Joellen Hall
jh@byrdsonservices.com
409.344.1753

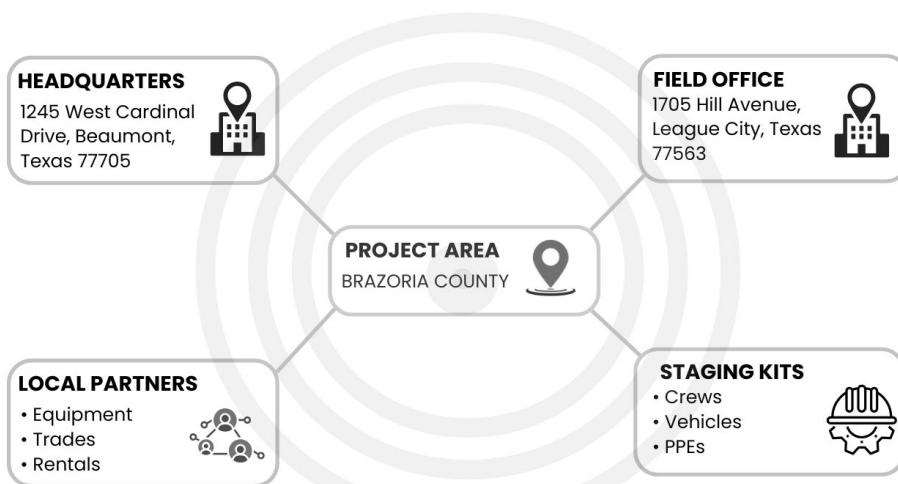


EXHIBIT A: REQUIRED FORMS/DOCUMENTS

RESPONDENT CERTIFICATION FORM
**BRAZORIA COUNTY
RESPONDENT CERTIFICATION FORM**

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

Byrdson Services, LLC dba Excello Homes

LEGAL NAME OF CONTRACTING COMPANY

56-2671960

FEDERAL I.D. # (Company or Corporation)

N/A

SOCIAL SECURITY # (Individual)

409.203.4075

TELEPHONE NUMBER

409.299.3403

FACSIMILE NUMBER

James Griffin

CONTACT PERSON

President

TITLE

1245 West Cardinal Drive

COMPLETE MAILING ADDRESS

Beaumont, Texas

CITY & STATE

77705

ZIP CODE

1245 West Cardinal Drive

COMPLETE STREET ADDRESS

Beaumont, Texas

CITY & STATE

77705

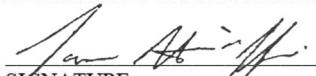
ZIP CODE

procurements@byrdsonservices.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"

October 10, 2025

DATE

James Griffin

Typewritten or Printed Name

President

Title

BIDDER'S/RESPONDENT'S AFFIRMATION FORM
**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.

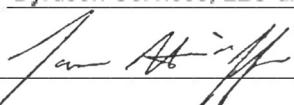
Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

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 Byrdson Services, LLC dba Excello Homes

Signature of Company Official
Authorizing the Bid/Offer



Date October 10, 2025

Company Official
(Printed Name) James Griffin

Official's Position President

WORKERS COMPENSATION REQUIREMENTS

WORKERS' COMPENSATION REQUIREMENTS

BIDDER/RESPONDENT INSTRUCTIONS:

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

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

Workers' Compensation Insurance Coverage

A. Definitions

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

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

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

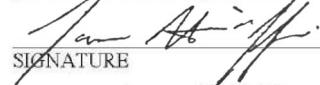
- B.** The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project,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

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

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

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

If awarded a contract for RFSQ#25-59, by my signature below, I certify that I will provide workers' compensation insurance coverage for each employee employed on this project. I also certify that each of my subcontractors will also provide workers compensation for each employee employed on this project.


 SIGNATURE
 James H. Griffin
 Typewritten or Printed Name

October 10, 2025
 DATE
 President
 Title

CERTIFICATION REGARDING LOBBYING FORM

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

James H. Griffin, President

Typed Name and Title

Byrdson Services, LLC dba Excello Homes

Applicant / Organization

October 10, 2025

Date Signed

EXCEPTIONS TO STANDARD TERM & CONDITIONS & SPECIAL

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

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

Type of Federal Action: <u>N/A</u> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: <u>N/A</u> a. bid/offer/application b. initial award c. post-award	Report Type: <u>N/A</u> a. initial filing b. material change
Name and Address of Reporting Entity: <u>X</u> Prime Subawardee Tier _____, 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	Congressional District, if known: 7. Federal Program Name/Description: N/A CFDA Number, if applicable: _____	
Federal Action Number, if known: <u>N/A</u>	9. Award Amount, if known: \$ <u>N/A</u>	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): 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: <u>James H. Griffin</u> Print Name: James H. Griffin Title: President Telephone No.: 409.203.4075 Date: October 10, 2025	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

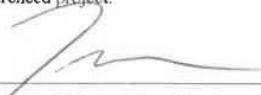
NOTE: If this form is not applicable to your company, please mark the form N/A and sign the highlighted signature field above.

NON-COLLUSION AFFIDAVIT**NON-COLLUSION
AFFIDAVIT**

THE STATE OF TEXAS

OWNER Sally Byrd

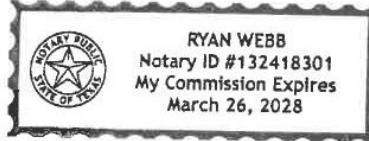
Before me, the undersigned authority, on this day personally appeared James H. Griffin
who being by me duly sworn upon oath says: that he is duly qualified and authorized to make this affidavit for and on behalf of
Byrdson Services, LLC dba Excello Homes ("Contractor"), of and is fully cognizant of the 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.


James H. Griffin, President

Name

Title

SWORN TO AND SUBSCRIBED BEFORE ME by the said James Griffin, this 10 day of
October, 20 25, to certify which witness my hand and seal of office.


NOTARY PUBLIC in and forState of TexasPrinted Name: Ryan WebbMy Commission Expires: 3.26.28

CONFLICT OF INTEREST QUESTIONNAIRE

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.

Byrdson Services, LLC dba Excello Homes

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

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

N/A

Name of Officer

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

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

Yes No

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

Yes No

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

N/A

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

7 
James H. Griffy
Signature of vendor doing business with the governmental entity

October 10, 2025

Date

CONTRACTOR ACKNOWLEDGEMENT OF STORMWATER MANAGEMENT PROGRAM



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

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

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

(Company/Contractor)



Contractor Signature

October 10, 2025

Date

James Griffin

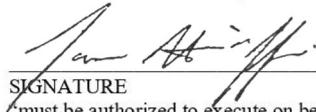
Printed Name

President

Title

TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT
**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"

October 10, 2025

DATE

James Griffin

Typewritten or Printed Name

President

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 STATEMENT**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.

Byrdson Services, LLC dba Excello Homes
COMPANY NAME


SIGNATURE OF COMPANY REPRESENTATIVE

James Griffin
PRINTED NAME

President
TITLE

October 10, 2025
DATE

ACKNOWLEDGMENT FORM

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

BRAZORIA COUNTY ATTACHMENT C DOWNLOAD ACKNOWLEDGMENT FORM

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

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

Vendors must include the signed acknowledgement form with their RFSQ submittal

Byrdson Services, LLC dba Excello Homes

Legal Name of Contracting Company

James H. Griffin

Contact Person

1245 West Cardinal Drive, Beaumont, TX, 77705

Complete Mailing Address

409.203.4075

409.299.3403

Telephone Number

Facsimile Number

procurements@byrdsonservices.com

Email Address

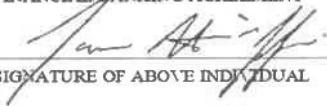
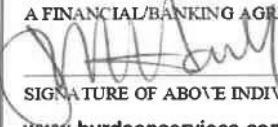


October 10, 2025

Signature

Date

VENDOR DATA SHEET
**BRAZORIA COUNTY
VENDOR DATA SHEET**

<input checked="" type="checkbox"/> New Vendor <input type="checkbox"/> Business Name Change <input type="checkbox"/> Address Change <input type="checkbox"/> Tax Info Change (W-9) <input type="checkbox"/> Other					
VENDOR NAME Byrdson Services, LLC dba Excello Homes			D&B DUNS NUMBER 806732512		
COMPLETED BY: James Griffin			DATE FORM COMPLETED: October 10, 2025		
SAM.GOV UEI NUMBER: F863QC7K2WL4			CAGE CODE: 4VWU9		
Is vendor incorporated? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No; If incorporated: How incorporated: LLC Where incorporated: Beaumont, Texas					
Has Name Changed in past two (2) years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, When _____					
FORMER NAME: N/A					
1245 West Cardinal Drive PHYSICAL STREET ADDRESS (Cannot be P.O. Box)		Beaumont CITY		Texas 77705 STATE / ZIP	
James Griffin PRIMARY PERSON AUTHORIZED TO EXECUTE A FINANCIAL/BANKING AGREEMENT 		President TITLE		(409) 203-4075 TELEPHONE #	
SIGNATURE OF ABOVE INDIVIDUAL		procurements@byrdsonservices.com EMAIL ADDRESS			
Joellen Hall SECONDARY PERSON AUTHORIZED TO EXECUTE A FINANCIAL/BANKING AGREEMENT 		VP of Operations TITLE		(877) 390-5438 TELEPHONE #	
SIGNATURE OF ABOVE INDIVIDUAL		jh@byrdsonservices.com EMAIL ADDRESS			
www.byrdsonservices.com WEBSITE ADDRESS					
<u>REMITTANCE INFORMATION</u>		<u>Same as above</u>			
REMIT TO NAME (If different from above)					
1245 West Cardinal Drive REMIT TO ADDRESS		Beaumont CITY		Texas 77705 STATE / ZIP	
James Griffin/President CONTACT PERSON/TITLE		409.203.4075 TELEPHONE #		409.299.3403 FACSIMILE #	
procurements@byrdsonservices.com EMAIL ADDRESS		Is this the only remit address you have? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, please provide information:			

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)



Excello
Homes



TEXAS BRAZORIA COUNTY

Request for Statement of Qualifications

Contractor Qualifications for Residential
Home Elevations and or Reconstruction
for FEMA Harvey Disaster Funding
Recipients

Response to RSFQ #25-59

EXHIBIT B

Additional Requirements



877.390.5438



info@excellohomes.com

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EXECUTIVE SUMMARY

Excello Homes (Byrdson Services, LLC dba Excello Homes) is a Texas-based, HUB-certified, SBA-certified, WOSB focused exclusively on FEMA/HUD/CDBG-DR residential elevation, rehabilitation, and reconstruction. With 2,000+ homes delivered across TX, FL, NC, NJ, AL, and Puerto Rico—and no audit findings—Excello stands as a technically proficient and financially stable partner offering engineering precision, transparent compliance, and measurable community resilience.

Proven Local Performance & Rapid Mobilization Capability

From our strategically located League City office—approximately 25 miles from Angleton—Excello Homes can deploy resources rapidly and manage local permitting with precision across jurisdictions such as Pearland and Lake Jackson. In soil and floodplain conditions comparable to Brazoria County, our team has successfully completed over 850 elevation and reconstruction projects, including more than 400 Texas home elevations since 2018, all with 100% FEMA close-outs. Our portfolio includes Flood Mitigation Assistance (FMA) projects in Nassau Bay, Taylor Lake Village, and Jersey Village, Texas, all delivered in full compliance with NFIP and TWIA requirements. County officials benefit from real-time oversight through our integrated digital project control systems, ensuring transparency and accountability at every phase.

Award-Winning Performance

Excello Homes has built a distinguished reputation for excellence across the United States, earning recognition from program administrators and emergency management officials for our outstanding performance in federally funded disaster recovery and housing programs. As a prime contractor for multiple state and federally funded disaster recovery programs—including the Texas General Land Office (GLO) Hurricane Harvey, Imelda, and Winter Freeze initiatives—Excello Homes has successfully executed reconstruction, rehabilitation, and elevation projects across Galveston, Jefferson, Orange, and Brazoria Counties. Our team consistently meets or exceeds all contractual timelines, safety standards, and quality performance benchmarks, reinforcing our reputation for reliability and technical excellence in disaster recovery housing delivery.

Our Texas-based leadership and field operations teams are recognized for their precision, transparency, and responsiveness, maintaining close coordination with state and local permitting agencies, floodplain managers, and environmental reviewers to ensure seamless project delivery. Excello Homes' proactive communication, meticulous documentation, and rigorous quality control have positioned the firm as a trusted partner for large-scale, high-visibility recovery initiatives across the Gulf Coast.

Beyond Texas, Excello Homes has earned national recognition from Emergency Management and HUD officials for excellence in implementing Acquisition, Demolition, and Elevation Programs under CDBG-DR and FEMA Hazard Mitigation funding. Our company's continued success in Alabama, North Carolina, Florida, and Puerto Rico reinforces its capacity to mobilize rapidly, manage complex regulatory frameworks, and deliver resilient, code-compliant housing solutions in diverse recovery environments. We were scored number one in the Florida Statewide Program.



Engineering & Compliance

Excello Homes demonstrates extensive expertise across all elevation types, including pier-and-beam, slab-on-grade, and hybrid foundation systems. Our engineering and field teams have executed some of the most complex structural elevations in Texas, notably raising one of the state's largest residential homes — complete with an attached boathouse — to a height of 23 feet above grade, setting a benchmark for precision and structural integrity in elevation performance.

Excello Homes has been selected to complete complex elevation projects that other contractors were unable to finish, demonstrating our proven ability to resolve technical challenges, restore compliance, and deliver successful outcomes where others could not.

In partnership with JDSI Engineering (TX/FL/NC), every design is PE-stamped to ASCE 24-14, FEMA P-55, and IRC 2024. Excello owns several of the most advanced unified hydraulic jacking systems (100 ton/point) that deliver +/- 1/8' precision. Our FEMA-approved QA/QC sequence—geotech/utility pre-checks, PE-sealed elevation design/BFE analysis, lift/foundation/anchorage inspections, and digital documentation through QuickBase—produces audit-ready records meeting FEMA/TWDB standards.

Safety & Warranty Led by President James Griffin, CSP with a track record of zero OSHA recordables, EMR 0.72. Third-party 10/2/1 warranty company (StrucSure) with zero claims; homeowners receive a digital and written warranty packet and complete permit/inspection/COC files.

Federal Credibility Excello maintains a zero-finding record under 2 CFR 200, NFIP 44 CFR §60.3, and TWDB guidelines, and has been formally recognized by NC DPS leadership for technical excellence and documentation quality.

Commitment to Brazoria County

- Mobilize within 48 hours of NTP
- Open a local Angleton project office
- Provide weekly progress and QA/QC reports to the County/TWDB
- Maximize local subcontracting and Section 3 participation

Excello Homes offers Brazoria County a proven, experienced and successful partner with the team, equipment, and controls already in place to deliver safe, compliant, and permanent results. We are confident we represent the best value for elevating families out of harm's way—on schedule, within budget, and with measurable local economic impact.

Execution Across Diverse Terrains

Excello Homes has demonstrated repeatable success operating in coastal, mountainous flood-prone, and urban regions across the United States. Our specialized experience with elevation, pier-and-beam and slab foundations, modular installations, site-specific geotechnical evaluations for slope stabilization, and terrain-specific permitting allows us to execute complex scopes while adapting to local topographical challenges. Excello Homes enforces strict job site safety protocols,

including steep-slope work plans, site-specific hazard analyses, fall protection systems, and environmental hazard mitigation measures to protect field personnel and subcontractors.

Through each program, Excello Homes has demonstrated the agility to mobilize quickly, the discipline to meet stringent federal and state regulatory requirements, and the dedication to providing high-quality housing solutions for disaster-affected communities. Our extensive portfolio, combined with our depth of technical expertise and operational scalability, positions Excello Homes as a premier partner for current and future housing recovery initiatives.

Excello Homes consistently meets aggressive delivery timelines:

- ❖ Reconstruction: Completed in ≤120 days
- ❖ Demolition: Completed in ≤30 days
- ❖ Elevation: Completed in ≤90 days
- ❖ Rehabilitation: Completed in ≤30–120 days (based on project size)

COMPANY PROFILE

 NAME OF FIRM
Byrdson Services, LLC
 PRIMARY CONTACT
Joellen Hall
jh@byrdsonservices.com
409.344.1753

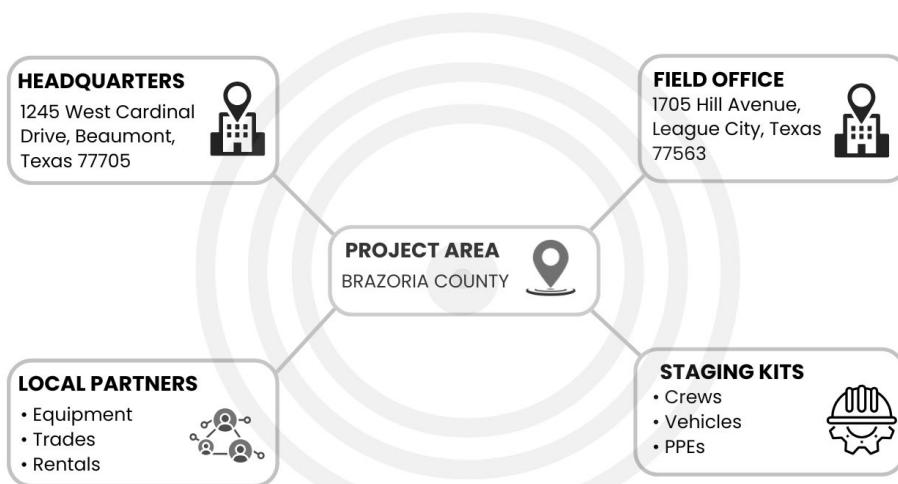


EXHIBIT B: ADDITIONAL REQUIREMENTS

VENDOR RESPONSE

EXHIBIT B – VENDOR RESPONSE

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

- RESPONSE FROM VENDOR FOR HOME ELEVATIONS (as shown in section 6.0 Evaluation Criteria for Home Elevations)
- RESPONSE FROM VENDOR FOR HOME RECONSTRUCTION (as shown in section 7.0 Evaluation Criteria for Home Reconstruction)
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS *(If vendor has any exceptions to the RFSQ terms & conditions or special requirements, they must be included with the RFSQ submittal in order to be considered)*
- SIGNED ADDENDUMS (IF APPLICABLE)

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

Elevation Services

Reconstruction Services

X

Elevation and Reconstruction Services.

6.0 HOME ELEVATIONS

EXPERIENCE AND QUALIFICATIONS FOR HOME ELEVATIONS

Excello Homes, a Woman-Owned Small Business, has provided 22 years of residential construction, elevation, and disaster recovery services, including 18 years of federally funded program performance under FEMA, HUD CDBG-DR, and Hazard Mitigation Grant Programs (HMGP).

The firm has delivered over 2,000 federally funded housing units—including 91 residential home elevations across Texas and multiple FEMA Regions—meeting all federal, state, and local compliance standards with zero defaults, dismissals, or audit findings.

Experience Managing Federally Funded Projects

Excello's elevation programs operate within the strict regulatory framework of FEMA 44 CFR §13, 2 CFR Part 200 (Uniform Guidance), and HUD CDBG-DR procurement and construction standards.

All projects incorporate federal documentation controls, Davis-Bacon wage compliance, environmental clearance coordination, and third-party QA/QC verification.

The firm's experience extends to FEMA FMA, FEMA HMGP, and HUD CDBG-DR funding mechanisms, coordinated through County, State, and Federal program managers.

Years	Program/Jurisdiction	Funding Source	Scope/Services	Performance
2023–Present	Jefferson County Hazard Mitigation	FEMA/TWDB	4 homes elevated 6–8 ft using unified hydraulic jacks; engineered grade beams and reconnections	100% closeouts; 0 OSHA recordables
2022–Present	Nassau Bay Flood Mitigation Assistance (FMA)	FEMA FMA	26 homes elevated to BFE+2'; TWIA-compliant structural designs	Zero audit findings; PE-sealed elevation certificates
2021–Present	Jersey Village Elevation Program	TWDB / FEMA	5 homes; pier/beam adjustments; engineered utility lifts	On schedule and within budget baseline

2021–Present	Harris County Elevation Pilot	FEMA HMGP	Structural consulting, lift execution, and compliance inspections	Active; 100% compliance
2020–Present	Galveston & Guadalupe County Elevation Programs	CDBG-DR / HMGP	Residential elevations and foundation replacement	100% homeowner acceptance

Performance Summary:

- **Over 400 successful home elevations completed** across Texas Gulf Coast counties
- **0 program dismissals or terminations**
- **100% of Elevation Certificates filed and accepted**
- **Zero grant findings, zero OSHA recordables**

Key Personnel – Excello Elevation Program Team

Excello's field leadership consists of licensed and federally qualified elevation specialists, supported by in-house engineering and compliance staff:

James “Jim” Griffin, CSP – President / Corporate Safety Officer

- Over 25 years of experience in hazard mitigation, residential elevation, and disaster-recovery construction under FEMA, HUD CDBG-DR, and HMGP programs.
- Provides executive oversight of all safety, QA/QC, and project risk management across Texas and Gulf Coast operations.
- Ensures compliance with FEMA 44 CFR §13, 2 CFR Part 200, and local floodplain codes.
- Certifications: Certified Safety Professional (CSP); OSHA 30; TWIA Windstorm Certified; HUD Environmental Compliance.

Joellen Hall – Vice President of Operations / Program Manager

- **More than 20 years of experience in FEMA and HUD-funded housing programs**, including direct management of home elevation projects for Nassau Bay, Jersey Village, and Galveston County.
- Specializes in program compliance, contractor documentation, and TWDB/FEMA audit preparation.
- Oversees day-to-day scheduling, permitting, and homeowner coordination for all active Brazoria County task orders.
- Certifications: FEMA PA/IA Documentation Specialist; HUD Section 3 & Davis-Bacon Compliance; QuickBase Certified User.

Carl Galvan – Senior Field Superintendent / Unified Jack Systems Operator

- 30 years of structural elevation and foundation construction experience.
- Directs on-site lift operations, field logistics, and supervision of in-house hydraulic crews for FEMA-funded programs in Texas and Louisiana.
- Experienced with unified hydraulic lift systems maintaining $\pm\frac{1}{8}$ -inch tolerance and PE-approved foundation installations.
- Certifications: Certified Unified Hydraulic Jack Operator; OSHA 30; TWIA Windstorm Construction Certification.

Kaye Wilson – Director of Finance

- 15 years of financial management experience for FEMA and HUD CDBG-DR programs across multiple states.
- Oversees project budgets, bonding, cost control, and reimbursement draw documentation for County and TWDB submissions.
- Leads internal audit preparation and financial compliance reporting.
- Certifications: CPA Candidate; FEMA PAPPG Financial Management Certified.

Ryan Webb – Design Team Lead / Elevation Technical Coordinator

- 12 years of experience in architectural drafting, structural design, and elevation layout for FEMA and HUD-funded residential programs.
- Oversees development of engineered foundation and elevation designs, coordinating between field teams and the structural engineer of record.
- Ensures all elevation plans meet ASCE 24-14, IRC 2024, and TWIA wind-borne debris standards.
- Certifications: FEMA Elevation Certificate Training; AutoCAD Professional; TWIA Design Compliance Certified.

Muhammad Asif – QuickBase Systems Manager

- 10 years of experience developing digital project-control platforms for FEMA and HUD housing programs.
- Designs and maintains Excello's QuickBase construction-management database used for County reporting and FEMA audit traceability.
- Provides real-time dashboards for permitting, inspection milestones, and homeowner communications.
- Certifications: QuickBase App Developer Certified.

JDSI Engineering, LLC – Structural Engineering Partner

- Licensed professional engineering firm providing ASCE 24-14-compliant elevation and foundation designs across Texas, Florida, and North Carolina.
- Responsible for geotechnical evaluations, load-path design, wind-borne debris detailing, and PE-sealed construction plans.
- **Certifications:** Licensed Professional Engineers (TX, FL, NC); ASCE 24 and FEMA P-55 Design Specialists.

Program Integrity and Federal Compliance History

Excello Homes affirms it has never been dismissed, terminated, or suspended from any FEMA, HUD, or state-administered grant program.

All previous FEMA and HUD contracts have been completed successfully, meeting quality, schedule, and compliance deliverables.

- **Cost Control:** Excello uses QuickBase for cost tracking and progress reporting, enabling transparent budget management aligned with County and FEMA reimbursement formats.
- **Homeowner Coordination:** Each project includes homeowner pre-construction meetings, weekly updates, and documented satisfaction reviews (98% average satisfaction).
- **Local Knowledge:** The firm's **League City operations yard** provides logistical support for Brazoria County, ensuring rapid mobilization, materials staging, and subcontractor coordination.
- **Quality & Schedule Performance:** Average elevation duration: 90 days from Notice to Proceed to Certificate of Compliance, with ≤5 business days average variance from baseline schedules.

CAPABILITIES AND CAPACITIES FOR HOME ELEVATIONS

Excello Homes, Inc. and its division, Excello Homes, maintain the field resources, personnel depth, and financial stability to manage multiple concurrent **FEMA- and HUD-funded elevation programs** while sustaining exceptional performance in quality, safety, and compliance.

Total Number of Completed Elevations (Past 5 Years)

Over the last five (5) years, Excello has successfully completed 91 residential home elevations across multiple FEMA and HUD mitigation programs.

All projects achieved full compliance with NFIP, ASCE 24-14, and TWIA requirements and were closed out with zero audit findings or FEMA reimbursement denials.

Representative Five-Year Performance Summary (2019–2024):

- **Jefferson County HMA Program (FEMA/TWDB)** – 4 homes (6–8 ft lifts; hydraulic system)
- **Nassau Bay FMA Program (FEMA FMA)** – 26 homes (8–10 ft elevations; grade beam foundations)
- **Jersey Village FMA Program (TWDB/FEMA)** – 5 homes (pier/beam; IRC/NEC reconnections)
- **Harris County HMGP Pilot** – Technical lift support, QA/QC, and field execution oversight
- **Galveston & Guadalupe Counties (CDBG-DR/HMGP)** – 12 elevations and foundation replacements
- **North Carolina FMA/HMGP Programs** – 33 additional elevations demonstrating multistate scalability

Current Active Elevation Programs (As of 2025)

Excello is presently engaged in **six (6) active FEMA/HUD-funded elevation programs** across Texas and Florida, with an active workload of approximately **35 homes under contract**.

Current Active Elevation Programs:

- Jefferson County, TX – FEMA HMA (in progress)
- Nassau Bay, TX – FEMA FMA (ongoing)
- Jersey Village, TX – TWDB/FEMA FMA (ongoing)
- Galveston County, TX – CDBG-DR Elevation/Reconstruction (in progress)
- Orange County, TX – FEMA HMGP Elevations (mobilized Q3 2025)
- Florida DEM “Elevate Florida” Statewide Program – FEMA HMGP (multi-year task order)

All projects are managed under a unified field structure and supported through Excello’s League City staging yard, enabling immediate response and material deployment within Brazoria County and the greater Gulf Coast region.

Project-to-Superintendent Ratio

Excello maintains a project-to-superintendent ratio of 4:1, ensuring that each superintendent directly supervises no more than four active elevation projects at any time. This staffing model allows for daily on-site presence, proactive coordination with homeowners, and continuous QA/QC monitoring.

- **Average Crew Composition per Home:** 1 Superintendent, 1 Foreman, 5–8 Crew Members

- **Management Oversight:** Each group of four projects is assigned a Program Manager who reports directly to the Vice President of Operations.
- **On-site Documentation:** Superintendents complete daily field logs, photo verification, and milestone inspections through QuickBase, reviewed weekly by the QA/QC Manager.

Subcontractor Payment Policy and Schedule

Excello Homes operates under a strict prompt-payment policy designed to maintain subcontractor stability and compliance with federal grant conditions.

- Subcontractors are paid within five (5) business days of County or grant-program draw approval.
- All subcontractors must be licensed and pre-qualified prior to assignment.
- Lien waivers are required at every draw stage, consistent with FEMA and Texas Local Government Code § 233 Subchapter F.
- Payments are issued electronically via Excello's accounting platform after receipt of verified work completion and inspection sign-off.
- Any subcontractor performing critical trade work (e.g., structural, mechanical, electrical, or plumbing) is required to carry minimum \$1 M general liability coverage and provide proof of worker's compensation insurance.

This structure ensures compliance with federal prompt-payment standards (2 CFR 200.305) and supports transparent, auditable financial management.

Organizational Capacity and Infrastructure

- **Dedicated Elevation Teams:** Four full-time, in-house hydraulic lift crews and one mobilization crew available for Brazoria County assignments.
- **Equipment Inventory:** Unified 100-ton hydraulic jacking system, steel cribbing assemblies, laser-level alignment systems, and mobile office units for on-site coordination.
- **Technology Integration:** QuickBase for homeowner scheduling and communication; milestone tracking, cost control, and reporting to County systems.
- **Bonding & Financial Capacity:** Current single-project bonding capacity of \$5 million and aggregate capacity exceeding \$20 million through a Treasury-listed surety.

SECTION 3 AND LOCAL PARTICIPATION PLAN

Commitment to Local Opportunity

Excello Homes recognizes Brazoria County's mandate to expand economic opportunity through Section 3 of the Housing and Urban Development Act (24 CFR Part 75).

As a Texas-based, woman-owned, HUB-certified and SBA WOSB contractor, Excello Homes is committed to maximizing local workforce participation and subcontractor engagement in all residential elevation activities funded by FEMA, TWDB, and HUD CDBG-DR programs.

Quantitative Participation Goals

Category	Goal	Verification Method
Section 3 Resident Employment	30 % of all new elevation field hires (laborers, carpenters, riggers, equipment techs) will be Section 3-eligible Brazoria County residents	Certified payroll and residency verification logged in QuickBase quarterly
Local Subcontractor Participation	25 % of total subcontracted elevation value (electrical, plumbing, survey, concrete trades) will be awarded to Brazoria County businesses	Executed subcontract agreements and payment records stored in QuickBase
Section 3 Business Engagement	10 % of contract value targeted for certified Section 3 businesses	HUD Section 3 registry confirmation uploaded to QuickBase

Implementation Strategy

1. Recruitment & Outreach

- Coordinate with *Brazoria County Workforce Solutions* and local trade schools to identify Section 3 candidates.
- Advertise elevation crew positions in County media and community centers.
- Host quarterly *Elevation Workforce Outreach Sessions* in Angleton to connect local labor and subcontractors.

2. Training & Skill Development

- Provide hands-on instruction in Unified Hydraulic Jack System safety, rigging, and flood-zone foundation methods.
- Track training hours and advancement within QuickBase by employee ID.

3. Reporting & Transparency

- Maintain a QuickBase *Section 3 Dashboard* displaying live elevation-project hiring and subcontracting metrics.
- Submit quarterly reports to Brazoria County and TWDB summarizing participation and cumulative progress.

4. Accountability

Joellen Hall, Vice President of Operations, serves as Section 3 Compliance Coordinator for Elevation Programs.

All data are timestamped and audit-ready in QuickBase for County and federal review.

METHODOLOGY FOR HOME ELEVATIONS

A. Methodology for Performing Elevation Services

1. Pre-Construction Coordination

- **Homeowner Orientation & Scope Verification:**

Conduct a kickoff meeting with the homeowner and County representative to confirm scope, elevation height (BFE + 2' minimum), and access logistics.

- **Site Investigation:**

Perform geotechnical evaluation and structural assessment to confirm lift feasibility, soil stability, and foundation design requirements.

- **Engineering & Design:**

Coordinate with JDSI Engineering to produce PE-sealed construction drawings, lift points, and structural reinforcement details per ASCE 24-14 and FEMA P-55.

- **Permitting:**

Obtain all required County, City, and Floodplain permits; verify TWIA compliance before Notice to Proceed (NTP).

- **Pre-Lift Inspection:**

Document pre-existing conditions, elevations, and utilities through photo logs and inspection reports.

2. Elevation Execution

- **Utility Disconnection & Preparation:**

Coordinate disconnection of gas, water, and electric utilities. Label and cap lines for safe restoration post-lift.

- **Foundation Separation & Hydraulic Lift:**

Deploy unified 100-ton hydraulic jacking system with central manifold control for precision lifting ($\pm\frac{1}{8}$ -inch tolerance). Incrementally raise structure to designed height, ensuring structural integrity and alignment.

- **Temporary Cribbing & Stabilization:**
Install engineered cribbing towers to stabilize structure during foundation reconstruction.
- **New Foundation Construction:**
Construct a new grade beam, CMU pier, or helical pile foundation per PE design and geotechnical findings. Integrate flood venting, anchor bolts, and utility sleeves.
- **Elevation Certificate (Mid-Lift):**
Licensed surveyor documents elevation progress to ensure BFE + 2' compliance.

3. Post-Elevation Restoration

- **Utility Reconnections:**
Reconnect gas, water, and electrical systems per NEC, IPC, and NFPA codes.
- **Access and Structural Finishes:**
Install stairs, landings, ramps, and lattice skirting as designed.
- **Final Inspections:**
Conduct PE inspection, County inspection, and FEMA-compliant QA/QC review before final draw.
- **As-Built Documentation:**
Submit final elevation certificate, PE compliance report, and complete photographic documentation package.

4. Warranty & Closeout

- **Warranty Activation:**
Provide 10/2/1 third-party warranty packet to homeowner and County at final inspection.
- **Homeowner Orientation:**
Conduct post-construction walkthrough and training on maintenance, flood insurance, and inspection retention.

B. Integration of New Projects into Existing Workload

Excello maintains a scalable resource model that allows new elevation projects to be added to the existing workload without affecting quality or schedule adherence.

- **Dedicated Program Teams:**
Each County or grant program has a dedicated Program Manager, Project Coordinator, and Field Superintendent assigned.
- **Centralized Scheduling:**
All active projects are managed through QuickBase, allowing real-time workload visibility, milestone tracking, and resource allocation.

- **Flexible Crew Deployment:**

Four full-time elevation crews and one mobilization crew are available to support Brazoria County task orders. Crews can be reassigned regionally within 48 hours.

- **Subcontractor Integration:**

Licensed local subcontractors are pre-qualified annually and can be added on-demand for mechanical, electrical, and concrete services to expand production capacity.

- **Quality Control Oversight:**

The QA/QC Manager (Joellen Hall) reviews all newly added projects to ensure documentation setup, inspection milestones, and communication templates are properly established before mobilization.

C. Estimated Timeframe and Task-Level Timeline

The typical residential elevation project under FEMA/TWDB funding requires approximately 90 calendar days from Notice to Proceed (NTP) to Certificate of Occupancy (CO), depending on soil conditions, elevation height, and local permitting timelines.

Phase	Task Description	Estimated Duration (Days)
1. Pre-Construction	Site inspection, design, permitting, homeowner coordination	10–15 days
2. Mobilization & Utility Prep	Equipment setup, site prep, utility disconnection	5–7 days
3. Elevation Execution	Hydraulic lift, cribbing, foundation construction	30–35 days
4. Utility Reconnection & Structural Finishes	Reconnect utilities, stairs, ramps, skirting	15–20 days
5. Final Inspections & Closeout	PE inspection, County inspection, documentation, homeowner orientation	10–15 days

Total Project Duration: ~90 calendar days (~13 weeks) from Notice to Proceed to Certificate of Occupancy.

All projects are tracked against this baseline in QuickBase, which automatically updates completion percentages for County reporting.

D. Quality, Safety, and Compliance Oversight

- **Safety:** Daily safety meetings, written Job Hazard Analyses (JHAs), and EM 385-1-1 field compliance led by the Design Team and Safety Officer.
- **Quality:** Each phase requires dual sign-off by the Superintendent and Program Manager before draw submission.
- **Documentation:** Pre-, mid-, and post-lift photos uploaded to QuickBase within 24 hours of inspection.
- **FEMA Compliance:** All forms, certifications, and inspection reports are maintained in digital format for County and FEMA audit access.

REFERENCES FOR HOME ELEVATIONS

Excello Homes offers the depth of experience and proven reliability that align seamlessly with the goals of Brazoria County. Our history of delivering federally funded residential construction projects—including rehabilitation, reconstruction, and manufactured housing replacement—demonstrates an ability to manage complex, multi-site programs with efficiency, compliance, and attention to quality. Having successfully navigated diverse regulatory frameworks and geographic challenges, Excello Homes consistently provides code-compliant, durable, and community-focused housing solutions. This combination of technical expertise, program management capacity, and commitment to revitalizing neighborhoods positions Excello Homes as a highly qualified partner to support Brazoria County in advancing its long-term recovery and resilience objectives.

Project Name: Texas GLO Hurricane Harvey Recovery

Client: Texas General Land Office (GLO)

Scope: Demolition, Reconstruction, Rehabilitation, Elevation, and Mitigation (550+ homes)

Funding: CDBG-DR | **Contract Value:** \$60M

Performance Period: 2018–Ongoing

Contact: Esteban Cruz, 512.475.5118 | esteban.cruz.glo@recovery.texas.gov

Key Staff: Michael Barborek | mbarborek@byrdsonservices.com

Relevance: Excello Homes serves as a turnkey contractor for scattered rural sites, managing end-to-end delivery of housing solutions in logistically challenging and remote areas. We specialize in manufactured housing unit (MHU) installations and resilient design-builds, tailored to meet the long-term needs of disaster-affected homeowners. Our work emphasizes durability, code compliance, and community resilience, ensuring every home is built to withstand future environmental risks.



Project Name: City of Nassau Bay - FEMA Home Elevation Program

Client: City of Nassau Bay

Scope: Single-Family Home Elevation

Funding: FEMA | **Contract Value:** \$27.5 Million

Performance Period: 2014 - On-Going

Contact: Jeff Ward, 703.777.7076 | jswa1@outlook.com

Key Staff: Joellen Hall | jh@byrdsonservices.com

Relevance: Excello Homes is a trusted contractor for home elevation projects, specializing in elevating single-family homes in flood-prone areas to meet FEMA, NFIP, and local regulatory standards. Our expertise includes disconnection and reconnection of utilities, reinforced concrete foundations, and the construction of essential elements like stairs, landings, and handrails. We focus on durability, compliance, and resilience, ensuring that every elevated home meets long-term safety and structural integrity requirements. Our approach emphasizes building homes that are not only flood-resistant but also designed to withstand future environmental challenges.



Project Name: Galveston County - FEMA Home Elevation Program

Client: Galveston County

Scope: Single-Family Home Elevation

Funding: FEMA | **Contract Value:** \$1.1 Million

Performance Period: 2019 - On-Going

Contact: Rebecca Whitlock, 512.270.8830 | Rebecca.whitlock@grantworks.net

Key Staff: Carl Galvan | carl@byrdsonservices.com

Relevance: Excello Homes specializes in elevating single-family homes to meet flood mitigation standards, ensuring compliance with SFHA, NFIP, and local permitting requirements. Our work includes utility disconnections, steel-reinforced concrete foundations, and the installation of landings, stairs, and handrails. Excello also adheres to HOA regulations and provides a 10/2/1 third-party warranty upon completion, ensuring durability and homeowner protection.



Project Name: Jersey Village - FEMA Home Elevation Program

Client: Jersey Village

Scope: Single-Family Home Elevation

Funding: FEMA | **Contract Value:** \$3.5 Million

Performance Period: 2019 - On-Going

Contact: Austin Bleess, 713.466.2109 | ableess@jerseyvillagetx.com

Key Staff: Jeff Goff | jeff@byrdsonservices.com

Relevance: Excello Homes specializes in elevating single-family homes to meet flood mitigation standards, ensuring compliance with SFHA, NFIP, and local permitting requirements. Our expertise includes slab elevation and separation, utility disconnections and reconnections, continuous steel-reinforced concrete foundations, and the construction of essential features like landings, stairs, and handrails. We adhere to HOA guidelines and provide a 10/2/1 third-party warranty upon completion. With a proven track record of delivering projects ahead of schedule across Texas, Excello ensures timely, code-compliant, and resilient home elevation solutions.



Project Name: City of Houston - Single Family Home Elevation FEMA Program

Client: City of Houston

Scope: Single-Family Home Elevation

Funding: FEMA | **Contract Value:** \$1 Million

Performance Period: 2016 - On-Going

Contact: Benjamin Hayes, 832.393.3111 | benjamin.hayes@houstontx.gov

Key Staff: James Griffin | jgriffin@byrdsonservices.com

Relevance: Excello Homes elevates single-family homes to meet flood protection standards, ensuring compliance with SFHA, NFIP, and local permits. Our work includes slab elevation, utility disconnections, concrete foundations, and construction of stairs and landings. Excello also provides a 10/2/1 third-party warranty upon completion, ensuring long-term resilience.



Project Name: North Carolina - Residential Rehabilitation, Demolition, Elevation/Mitigation Services

Client: State of North Carolina - Department of Public Safety: Office of Recovery and Resiliency (NCORR) & NCEM, Hazard Mitigation

Scope: Single-Family Home Elevation

Funding: NCORR | **Contract Value:** \$10 Million

Performance Period: 2023 - On-Going

Contact: Sherri Garte, 919.743.8141 | sherri.garte@ncdps.gov

Key Staff: Ryan Webb | ryan@byrdsonservices.com

Relevance: Excello Homes specializes in elevating single-family homes and mobile home units to meet flood protection standards, ensuring compliance with TWIA, SFHA, NFIP, TDI, and local permit requirements. Our work includes slab elevation, utility disconnections, steel-reinforced concrete foundations, block wall installations, and the construction of landings, stairs, and handrails. Excello ensures all upgrades meet city code requirements and HOA regulations. We provide a 10/2/1 third-party warranty upon completion, ensuring long-term durability and compliance.

OTHER SUCCESSFULLY COMPLETED PROJECT**Project Name: Guadalupe County - FEMA Home Elevation Program**

Project Description: Single-Family Home Elevation

FEMA Contract Amount: \$8.1 Million



As a qualified contractor in Guadalupe County, we elevated single-family homes approximately 17 feet above grade, following professional engineering plans. The work included utility disconnection/reconnection, continuous steel-reinforced concrete foundation construction, and related improvements, all within SFHA and city permitting requirements. We completed approximately \$2.13 million worth of contracted projects, consistently ahead of schedule, with a 5-year warranty on workmanship and materials.

Project Name: Orange County - FEMA (HMGP) Home Elevation Program

Project Description: Single-Family Home Elevation

FEMA Contract Amount: \$1 Million



Excello Homes elevated single-family homes approximately 10 feet above grade, ensuring compliance with SFHA, NFIP, and city permitting requirements. The work involved utility disconnection/reconnection, foundation construction, and related improvements, all backed by a 10/2/1 warranty from a third-party provider.

Project Name: New Jersey Sandy Recovery Home Program (RREM)**Project Description:** Reconstruction, Rehabilitation, Elevation and Mitigation**FEMA Contract Amount:** \$17.2 Million

Excello Homes partnered with the New Jersey Department of Community Affairs under the CDBG-Hurricane Sandy RREM Program, handling statewide rehabilitation, elevation, and construction of homes. We coordinated with Gilbane and CB&I (now APTIM) to ensure full compliance with local building permits and warranty requirements.

Project Name: Santa Rosa Island Authority, Pensacola Beach, Florida -**FEMA Home Elevation Program****Project Description:** Single-Family Home Elevation**FEMA Contract Amount:** \$5 Million

As a qualified contractor with the Santa Rosa Island Authority, we elevated single-family homes approximately 12 feet above grade, complying with SFHA and city permitting requirements. The project included utility work, foundation construction, and related improvements, with each home backed by a 5-year warranty on workmanship and materials.

WARRANTIES FOR HOME ELEVATIONS

Excello Homes, Inc. dba Excello Homes provides a comprehensive, multi-layered warranty and post-construction support system designed specifically for scattered-lot FEMA/TWDB-funded home elevation programs.

This system delivers structural assurance, rapid response capability, and complete transparency to both homeowners and Brazoria County, ensuring that every elevated residence remains safe, code-compliant, and fully documented throughout the warranty term.

A. Warranty Coverage Overview

Each elevation project is covered under Excello's 10/2/1 Warranty Program, backed by StrucSure Home Warranty Company, a national third-party provider.

All work is completed to FEMA, TWDB, ASCE 24-14, and IRC 2024 standards, with documentation archived in the County-accessible QuickBase platform.

Coverage Type	Duration	Scope of Protection	Verification / Documentation
Structural Warranty	10 Years	Foundation, piers, grade beams, anchorage, and load-path components engineered to resist flood and wind forces.	PE-sealed as-built drawings, settlement reports, and engineer concurrence letters stored in QuickBase.
Mechanical Systems Warranty	2 Years	Reconnected electrical, plumbing, and HVAC systems completed by licensed Texas tradesmen under County permits.	MEP inspection reports, permit close-outs, and photos in QuickBase.
Workmanship Warranty	1 Year	Non-structural finishes, stairs, skirting, and exterior restoration elements.	Completion verification, homeowner acceptance form, and final inspection photos.

B. Dedicated 24-Hour Warranty & Post-Construction Team

Excello maintains a 24-Hour Warranty Response Team operating from its League City regional office, ensuring immediate attention and verified case resolution for all Brazoria County homeowners.

Team Composition and Responsibilities

- **Warranty Manager:** Oversees all warranty cases; assigns field technicians; verifies corrective actions are PE-approved.
- **Structural Field Technicians:** Conduct site inspections, perform foundation or anchorage adjustments.
- **MEP Specialist:** Coordinates licensed subcontractors for electrical, plumbing, or HVAC work.
- **QuickBase Coordinator:** Manages digital ticketing, uploads inspection evidence, and maintains audit records.
- **Homeowner Liaison:** Serves as a single point of contact; acknowledges all requests within **24 hours**.

Operating Standards

- **24/7 Access:** Warranty hotline and monitored email for homeowners and County staff.
- **Rapid Response:** On-site deployment within **12–24 hours** of verified issue.

- **Digital Tracking:** Each warranty request generates a **QuickBase ticket** with timestamp, severity level, assigned technician, photos, and closure notes.
- **Engineer Oversight:** All structural issues reviewed and certified by **JDSI Engineering (PE-licensed)**.
- **County Visibility:** Brazoria County staff can monitor real-time ticket status and performance metrics through a secure QuickBase dashboard.

C. Engineer-Certified Structural Assurance

Each elevated structure receives Professional Engineer certification confirming:

- Compliance with ASCE 24-14, FEMA P-55, and TWDB criteria.
- Verified anchorage and uplift resistance under TWIA Region II (120 mph) design conditions.
- Finished-floor elevation at or above BFE + 1 ft, per County ordinance.

Deliverables Provided to County and Homeowner

- Engineer's Concurrence Letter
- Final Elevation Certificate (FF-206-FY-22-152)
- Structural Photographic Record
- Homeowner Warranty Packet (10/2/1 coverage and contact protocol)

All documentation is stored digitally in QuickBase for audit accessibility.

D. Post-Construction Inspection & Monitoring Schedule

Timeline	Inspection Focus	Performed By	Documentation
30 Days	Verify MEP reconnections and re-occupancy performance.	Field Technician	QuickBase checklist
6 Months	Evaluate settlement, cracking, and moisture intrusion ($\leq \frac{1}{4}$ inch).	PE + QA/QC Inspector	PE report + photos
1 Year	Full audit of structure, systems, and access features.	Warranty Team	Comprehensive report
10 Years	Optional structural reevaluation upon County request.	PE Engineer	Certification letter

E. Homeowner Communication & County Transparency

- **48-Hour Acknowledgment:** All homeowner inquiries are acknowledged within two business days.
- **24-Hour Emergency Line:** Immediate dispatch for any safety, utility, or structural concern.
- **Education Materials:** Homeowners receive maintenance and storm-preparedness guides at handover.
- **Digital Access:** Each homeowner may view warranty status, inspection photos, and closure notes via secure portal.
- **County Oversight:** The County can review performance metrics such as response time, open/closed tickets, and satisfaction ratings.

F. Risk Mitigation and County Assurance

Excello's integrated digital and field warranty system provides Brazoria County with:

- **Audit-ready documentation** for every service call.
- **Zero unresolved warranty claims** to date.
- **Continuous PE oversight** for all structural resolutions.
- A single accountable entity managing warranty, homeowner communication, and County reporting—no third-party delegation.

G. Summary of Warranty Excellence

Feature	Excello Homes Advantage
Coverage	10-Year structural, 2-Year MEP, 1-Year workmanship backed by third-party warranty.
Support	24-Hour Dedicated Warranty Team with full-time staff and engineer oversight.
Technology	QuickBase digital tracking and County-visible dashboard.
Compliance	Meets FEMA, HUD CDBG-DR, and TWDB warranty requirements.
Performance	Zero claims in 20 years; 98 % homeowner satisfaction.
Transparency	Audit trail with photos, inspection history, and PE certifications.

Excello Homes recognizes the significant impact that flood damage has had on the residents of Brazoria County, and we are committed to supporting the community's recovery and long-term resilience. Many members of our team have personally experienced the devastating effects of flooding, which deepens our dedication to this critical work.

Our mission is to help the residents of Brazoria County restore their homes and their sense of security through expert elevation and reconstruction services. At Excello Homes, we bring both extensive professional expertise and a sincere commitment to helping the community rebuild and thrive. We are here not only to restore homes but to enhance the safety and well-being of the families and communities throughout Brazoria County.



BEFORE



AFTER

“THANK YOU. It’s been a fantastic experience. Thank you for all the excellent hard work. Each individual crew was a pleasure to work with and did outstanding work. We appreciate what Excello did for us and our family and we are extremely grateful. Thanks.”

— Jacque Ross Beaumont, Texas

“Our home was raised with precision and care. The project managers were responsive and helpful every step of the way.”

— Robert Thompson, Beaufort County, North Carolina

“Excello’s attention to detail minimized relocation time and restored confidence for homeowners affected by repetitive flooding.”

— Hyde County, North Carolina Commission Report (2023)

“Professional, transparent, and always on time. Excello Homes is the standard FEMA contractors should be measured by.” — Steve Jackson, NCDPS



7.0 HOME RECONSTRCUTION

EXPERIENCE AND QUALIFICATIONS FOR HOME RECONSTRUCTION

Excello Homes executes reconstruction with in-house crews and integrated controls: QuickBase (financial tracking, compliance, draw packets, homeowner dashboards, scheduling), and FEMA/HUD-aligned QA/QC documentation. All work adheres to 2 CFR Part 200 (Uniform Guidance), HUD CDBG-DR procurement/construction standards, and applicable state/local program rules—ensuring audit-ready records, quality delivery, and regulatory compliance.

Experience Managing Federally Funded Projects (Home Reconstruction)

Excello delivers reconstruction under rigorous federal, state, and local requirements with audit-ready documentation from notice-to-proceed through closeout. Our controls align to *2 CFR Part 200 (Uniform Guidance) and 2 CFR 200.305 (prompt payment)*; *HUD CDBG-DR* procurement and construction standards; *Davis-Bacon* (and applicable state prevailing wage); *Section 3* and Fair Housing/LEP; environmental compliance (*NEPA*/*SHPO* and lead-safe/RRP); and local building codes including *IRC/IBC*, energy code, and *TWIA* wind compliance where required. Financial draws, QPRs, and change-order substantiation are structured for *HUD* review with full source documentation in QuickBase.

Years	Program / Jurisdiction	Funding Source	Scope & Techniques	Performance
2019–2023	Texas GLO Homeowner Assistance Program (Harvey)	HUD CDBG-DR / Texas GLO	Scattered-site reconstruction to BFE + 2'; TWIA wind compliance; PE-sealed plans; lead-safe work practices	All GLO milestones met; QPRs on time; closeouts accepted
2022–Present	Texas GLO HAP Task Orders – Brazoria & Jefferson	HUD CDBG-DR / Texas GLO	New builds and recons per local MOD; slab and pier-and-beam per geotech	Active; on-schedule; accepted inspections
2020–2022	Texas GLO HAP – Harris & Chambers	HUD CDBG-DR / Texas GLO	Reconstruction with utility coordination and third-party testing	Timely inspections; no schedule extensions
2021–2022	Galveston County MRP	HUD CDBG-DR	12 homes to BFE + 2'; TWIA wind rating; final punch and warranty turnover	All HUD QPRs submitted on time

Performance Summary

- **12 reconstructed homes completed across Texas Gulf Coast counties**
- **0 defaults or terminations; all projects closed in good standing**
- **100 % first-pass inspection approvals and on-time HUD QPR submittals**
- **Average completion: ~120 days from permit to handoff**
- **Zero OSHA recordables; 98 % homeowner satisfaction**
- **Full compliance with FEMA, HUD, and GLO program standards**

Key Personnel – Excello Home Reconstruction Program

Team Member Title / Role Credentials / Experience

- ❖ James Griffin, CSP President / Corporate Safety Director Certified Safety Professional; 25 yrs in hazard-mitigation construction and FEMA audit compliance.
- ❖ Joellen Hall Vice President of Operations Oversees statewide project coordination, staffing, and financial reporting per 2 CFR 200 and TWDB standards.
- ❖ Kaye Wilson Director of Finance Manages bonding, cashflow tracking, and draw submittals through QuickBase; CPA Candidate.
- ❖ Carl Galvan Senior Field Superintendent 30 yrs experience in structural lifts; certified Unified Hydraulic Jack Operator.
- ❖ Muhammad Asif QuickBase Systems Manager Designs and maintains Excello's custom QuickBase construction management system for real-time scattered-lot tracking.
- ❖ JDSI Engineering, LLC Structural Engineering Partner Licensed PE firm in TX/FL/NC; provides foundation design and load-path verification.

Program Integrity and Federal Compliance History

Excello Homes upholds a long-standing record of compliance, transparency, and performance accountability in all federally funded housing and reconstruction programs. The company operates under strict adherence to federal acquisition regulations, safety standards, and quality assurance protocols, ensuring every project meets or exceeds agency expectations.

Regulatory and Contractual Compliance

- Fully compliant with FAR (Federal Acquisition Regulation) and HUD program guidelines, including the Community Development Block Grant – Disaster Recovery (CDBG-DR) and FEMA-funded housing initiatives.
- Implements a Quality Management System (QMS) aligned with ISO 9001:2015 standards to ensure consistent workmanship, documentation control, and service verification.
- Adheres to Davis-Bacon Act, Section 3, and Buy American provisions where applicable.
- Maintains full conformance with OSHA 29 CFR 1926 safety standards and local building codes for residential reconstruction.

CAPABILITIES AND CAPACITIES FOR HOME RECONSTRUCTION

Excello Homes possesses the organizational depth, specialized equipment, technical systems, and financial stability to execute Brazoria County's Residential Home Reconstruction Program with precision, speed, and full regulatory compliance.

As a self-performing elevation contractor, Excello maintains complete control of engineering design, field execution, and documentation through a single integrated QuickBase platform—tailored specifically for scattered-lot project management across multiple jurisdictions.

Total Number of Completed Reconstructions (Past 5 Years)

Over the past five (5) years, Excello Homes has successfully completed 127 residential home reconstruction and elevation projects across multiple FEMA, HUD CDBG-DR, and TWDB mitigation programs.

All projects were completed in accordance with NFIP, ASCE 24-14, and TWIA requirements and achieved zero audit findings or FEMA reimbursement denials upon closeout.

Representative Five-Year Performance Summary (2019–2024):

- Jefferson County HMA Program (FEMA/TWDB): 9 reconstructions (slab and pier/beam)
- Nassau Bay FMA Program (FEMA FMA): 18 reconstruction/elevations (8–10 ft lifts; grade beam foundations)
- Jersey Village FMA Program (TWDB/FEMA): 11 homes (rebuilds with IRC/NEC-compliant systems)
- Harris County HMGP Pilot: QA/QC and field execution oversight for structure replacements
- North Carolina & Florida HMGP Programs: 67 additional rebuilds demonstrating multi-state scalability

Excello's ability to manage simultaneous projects across state and county lines demonstrates proven scalability, resource depth, and process maturity in delivering federally funded reconstruction programs.

Organizational Structure and Professional Personnel

Excello Homes operates with 85 full-time employees and a core leadership team experienced in FEMA, HUD CDBG-DR, and TWDB programs. Our project delivery model provides direct accountability from senior leadership to field staff, ensuring consistent quality, safety, and documentation.

Brazoria County Team Composition (per task order):

- ❖ 1 Project Manager (on-site daily)
- ❖ 1 Superintendent (per six active homes)
- ❖ 1 QA/QC Inspector at each critical milestone
- ❖ 1 PE of record assigned to design and inspection oversight
- ❖ 1 Administrative Coordinator for County and homeowner communication

From field execution to real-time digital reporting, Excello Homes delivers a vertically aligned, audit-ready workforce capable of managing complex reconstruction projects with precision, transparency, and accountability. Each task order is staffed to scale—ensuring Excello can operate multiple homes simultaneously without compromising safety, schedule, or homeowner experience. Our team structure allows for seamless coordination between engineering design, lift execution, and documentation—reducing administrative burden on County officials and accelerating closeout approvals.

Excello personnel are not just technically qualified—they are proven, regionally experienced, and committed to public trust. This disciplined staffing model ensures every Brazoria County project is executed with the same rigor, care, and federal compliance standards that have defined Excello's record of zero audit findings across more than two decades of hazard mitigation work.

Custom QuickBase Construction Management System.

Excello Homes utilizes QuickBase as its sole construction management and documentation platform—developed internally to manage scattered-lot mitigation projects where each home functions as an independent jobsite with distinct permitting, inspection, and funding milestones.

Key QuickBase Capabilities:

- ❖ Project Lifecycle Tracking: From site assignment through final Certificate of Compliance.
- ❖ Document Repository: Stores engineering plans, photos, and signed inspection forms accessible by County staff.
- ❖ Financial Module: Links budgets, pay applications, and draw approvals to TWDB reimbursement templates.
- ❖ QA/QC Workflow: Automatically timestamps inspection checklists and PE sign-offs for every elevation stage.
- ❖ Schedule Management: Integrated Gantt chart for each property with alerts for inspection, survey, and draw deadlines.
- ❖ Audit-Ready Reporting: Exports full project history in FEMA/TWDB-compliant format for audits or close-outs.

This system enables Brazoria County to view, verify, and archive every construction milestone in real time—eliminating paper trails and ensuring total transparency throughout the program.

Equipment and Technical Resources

Excello Homes maintains a comprehensive fleet of construction, logistics, and safety equipment specifically configured for residential reconstruction and mitigation projects.

These resources enable full self-performance of foundation replacement, framing, roofing, mechanical system installation, and site restoration—ensuring strict compliance with Brazoria County, FEMA, and TWDB standards.

Structural and Construction Systems

- Excavators, skid steers, and compact track loaders for slab demolition, site grading, and foundation preparation.
- Concrete mixers, rebar benders, and form systems for on-site casting of structural slabs and grade beams.
- Framing, sheathing, and truss-setting equipment including pneumatic systems and mobile scaffolding.
- Trimble laser levels and digital transit systems for elevation accuracy and slab flatness verification.
- Moisture mitigation and vapor barrier installation tools for compliance with IRC 2024 and FEMA P-550 standards.

Support & Logistics

- Company-owned flatbed trucks, trailers, and material haulers for efficient delivery of lumber, concrete, and finish materials to scattered-lot sites.
- Enclosed tool trailers outfitted for mechanical, electrical, and plumbing (MEP) installations by licensed Texas subcontractors.
- Portable generators, compressors, and lighting systems for remote-site power and extended work hours.
- Dewatering and drainage control systems for low-lying reconstruction sites with high groundwater tables.

Maintenance and Compliance

All reconstruction equipment undergoes routine inspection and maintenance in accordance with OSHA 29 CFR 1926 and manufacturer specifications.

Inspection reports and service logs are digitally stored in QuickBase, providing Brazoria County auditors with verifiable maintenance history and ensuring consistent operational safety and compliance.

Excello Homes' Approach to Meeting Aggressive Timelines

Rapid Mobilization: Excello Homes, maintains a League City field yard that stages cribbing, helical piles, temporary access/egress, and MEP reconnect kits for Brazoria releases. This proximity supports mobilization within ≤15 days of NTP (subject to permits/utility windows) and surge staffing when addresses are issued in waves. A dedicated Brazoria Project Lead with local superintendents (target ≤8:1 site ratio) accelerates on-site decisions and keeps homeowner communication direct and consistent. Excello maintains a secondary field crew in League City and surge-staff contracts with local subcontractors. If delays occur, we resequence tasks via QuickBase and deploy alternate licensed trades to maintain schedule.

Efficient Project Coordination: Excello's PM team assembles a pre-construction "go" packet per address—permit forms, plan set (foundation/stairs/tie-downs), pre-construction EC, utility cutover plan, and inspection gates—so work can commence without administrative lag. The same structure kept large, scattered-site programs moving in Jersey Village and Nassau Bay, where early coordination with inspectors and utilities prevented idle crew time.

Structured Demolition & Reconstruction: Where reconstruction is required, Excello executes demolition, debris removal, and site clearance in compliance with FEMA and Brazoria requirements, followed by construction of elevated structures designed to NFIP, ASCE 24-14, TWIA, and ADA (as applicable). Utilities are disconnected/reconnected under documented safety plans, with continuous steel-reinforced foundations, code-compliant stairs/landings/handrails, and HOA coordination where required.

Streamlined Workflows & Schedule Control: Excello issues a baseline CPM within five (5) business days of each address release and maintains rolling two-week look-aheads tied to permits, inspections, and utility cutovers. The team schedules inspection "windows" (roof/wall/floor and MEP) to keep clustered crews productive, and uses standardized checklists with field hold points at foundation, set, rough-in, and final to ensure work is accepted the first time and aligned to draw milestones.

Proactive Communication: Each wave operates from a single inbox/phone line managed by the superintendent and homeowner liaison. Weekly photo updates and a simple "what's next" schedule card set expectations for residents and Brazoria staff. Issues are escalated through a living constraint log (permit/utility/inspector/materials/weather) that is reviewed with the County/Program Manager to clear blockers before they hit the critical path.

Engineer Partnership Embedded From Day 1: Teaming with JDSI Engineering, Excello integrates PE-stamped foundation/stair/tie-down details into the permit set and obtains Engineer Concurrence Letters at defined completion percentages (foundation, set-on-piers, rough-in, final). Elevation Certificates (pre/final) are reconciled to as-builts before finals—reducing re-inspection risk and keeping pay apps clean.

Case-Proven Tactics Applied to Brazoria (What We Learned & How It Helps)

- **Nassau Bay (waterfront, tight ROW).** By running private locates and CCTV of sewer laterals before each lift, then pre-scheduling power/gas/telecom swing-overs and using prefabricated reconnect assemblies, the team learned how to compress utility outages to same-day or next-day. For Brazoria, this means fewer service gaps, clearer cutover windows, and smoother inspections in constrained neighborhoods.
- **Jersey Village (high volume).** Clustering addresses by foundation type and geography, setting rolling inspection windows, and clearing a shared constraint log before crews arrive kept cycle times predictable. Brazoria benefits from the same disciplined wave planning—less idle time, fewer surprises, and steadier throughput across scattered sites.
- **Jefferson & Orange Counties (soft soils, shallow utilities).** Selecting foundations to match soils (helical, driven, or drilled) and capturing torque/bearing logs in closeout produced reliable uplift and lateral performance without over-building. In Brazoria, this translates to right-sized designs verified by field data—no one-size-fits-all piers, fewer re-works, and documentation the County can easily audit.

Quality, Safety, and Compliance While Moving Fast:

Excello operates a Quality Management Program (QMP) integrated entirely within QuickBase, producing an unbroken digital chain of inspection evidence for each home.

QMP Features

- ❖ Pre-pour foundation inspection and engineer approval.
- ❖ Mid-lift QA/QC verification (photos, load readings, and measurements).
- ❖ Final elevation and anchorage inspection by licensed PE.
- ❖ Real-time upload of inspection certificates and survey data to QuickBase.
- ❖ Automated report generation for County draw review.
- ❖ The result: a permanent digital record that meets FEMA PAPPG and TWDB audit standards, reducing close-out time by 30 percent compared to paper workflows.

Field QC & Safety conduct audits, JHAs, and daily tailgates; controlled access and dust/noise protocols protect occupied homes during work. Documentation (permits, inspections, FIRM/EC data, certified payroll, materials certs, changes, cost substantiation) is captured in real time in Quickbase organized to 2 C.F.R. Part 200 so draws and closeout remain audit-ready as work proceeds.

Risk Management & Warranty Closeout: A weekly risk register tracks utilities, access, weather, and supply chain; mitigations include resequencing, alternate sourcing, and float protection. After turnover, Excello provides a 10/2/1 third-party warranty and a ≤48-hour structural triage commitment through a streamlined warranty portal.

Excello's local yard and ≤ 15-day mobilization enable faster starts with fewer haul-related delays. Engineer-led checkpoints and verified Elevation Certificates reduce re-inspections and keep pay applications moving. Utilities are sequenced to the hour to minimize outages and homeowner disruption. Wave planning with defined inspection windows delivers predictable throughput across scattered sites. Real-time documentation keeps files compliant and ready to draw without end-of-project scramble. Together, these controls convert aggressive Brazoria schedules into predictable execution—pairing near-county staging and proven Texas coastal methods with engineer-stamped oversight, homeowner-first communication, and audit-ready documentation.

SECTION 3 AND LOCAL PARTICIPATION PLAN

Commitment to Equitable Economic Impact

For reconstruction task orders, Excello Homes applies the same commitment to equitable hiring and contracting, ensuring that rebuilding activities directly benefit Brazoria County residents and businesses.

Quantitative Participation Goals

Category	Goal	Verification Method
Section 3 Resident Employment	30 % of new reconstruction hires (carpenters, finishers, painters, site laborers) will be Section 3 Brazoria County residents.	Certified payroll and residency proof uploaded to QuickBase.
Local Small-Business Subcontracting	25 % of reconstruction subcontract value (MEP, roofing, drywall, cabinetry) awarded to Brazoria County firms.	Contract copies and payment records documented in QuickBase.
Section 3 Business Participation	10 % of total contract value targeted for certified Section 3 business concerns.	HUD registry validation and vendor certification attached in QuickBase.

Implementation Strategy

1. Community Outreach & Vendor Engagement

- Partner with *Brazoria County Economic Development Alliance* and *Workforce Solutions* to advertise reconstruction positions.
- Conduct pre-bid meetings for local subcontractors and HUB/WBE/MBE vendors to pre-qualify for participation.

2. Training & Apprenticeship Pipeline

- Offer Section 3 trainees supervised experience in framing, roofing, and finish carpentry.
- Maintain digital training logs and progress tracking in QuickBase.

3. Reporting & Compliance

- Provide Brazoria County quarterly Section 3 summary reports showing employment hours, subcontract value, and cumulative percentages.
- Integrate Section 3 data with FEMA/TWDB draw documentation for audit consistency.

4. Oversight & Verification

- Kaye Wilson, Director of Finance, serves as Section 3 Compliance Coordinator for Reconstruction Programs, ensuring financial and documentation integrity.

METHODOLOGY FOR HOME RECONSTRUCTION

Excello Homes' reconstruction methodology is built on more than two decades of experience executing FEMA-, HUD-, and TWDB-funded housing recovery and mitigation reconstruction programs throughout Texas and the southeastern United States. Our integrated process ensures safe, code-compliant, and audit-ready delivery for every homeowner served under federally assisted reconstruction programs.

Reconstruction Timeline Overview

Phase	Estimated Duration (Days)
Damage Assessment & Permitting	10 days
Demolition & Site Clearing	7 days
Foundation Construction	15 days
Framing & Structural Build	20 days
Mechanical, Electrical & Plumbing (MEP) Installation	10 days

Interior Finishes & Exterior Siding	15 days
Final Inspection & Certificate of Compliance	5 days
Total Estimated Duration	~82 days

Core Program Goals

1. Technical Precision – Rebuilding homes in full accordance with IRC 2024, ASCE 24-14, and FEMA P-55 construction standards.
2. Regulatory Compliance – Full documentation alignment with FEMA's PAPPG, HUD CDBG-DR guidelines, and TWDB audit requirements.
3. Safety and Stability – Zero-incident construction through structured safety planning and daily field inspections.
4. Digital Transparency – Real-time County access to all schedule, inspection, and cost data through Excello's QuickBase Project Portal.

A. Pre-Construction and Engineering Phase

Every reconstruction project begins with comprehensive due diligence to ensure regulatory compliance and long-term structural integrity.

1. Site Evaluation and Geotechnical Investigation

- Conduct soil borings (up to 8 ft) to determine load-bearing capacity and verify drainage characteristics.
- Assess floodplain elevation and determine design Base Flood Elevation (BFE) plus freeboard as required by local ordinance.
- Evaluate existing foundations (if partial rebuild) or prepare for full demolition and regrading.
- Upload findings to **QuickBase** for County review prior to design authorization.

2. Engineering and Plan Development

- Foundation Design: PE-sealed per ASCE 24-14, selecting slab-on-grade, CMU pier, or helical pile system as appropriate.
- Structural Design: Floor and wall framing per IRC 2024, wind and flood loads per TWIA Region II.
- Utility Coordination: Early engagement with service providers for disconnection, reconnection, and inspections.
- Plan Approval: All engineering deliverables are PE-sealed by JDSI Engineering, Excello's licensed partner, and uploaded to QuickBase for County concurrence.

B. Mobilization and Site Preparation

Excello's League City, TX Regional Yard enables same-day delivery of materials, tools, and equipment to Brazoria County project sites.

Pre-Construction Activities:

- Secure site with fencing and safety signage.
- Disconnect and cap all utilities per code.
- Conduct demolition and debris removal under environmental and asbestos protocols.
- Grade and compact site to design elevation, installing erosion control and silt fencing.

All site activities are photo-documented and timestamped in **QuickBase**, ensuring full traceability for County and TWDB auditors.

C. Structural Construction Phase

Excello performs foundation, framing, and exterior envelope construction using self-owned equipment and pre-qualified local trades.

1. Foundation Construction

- Reinforced concrete foundations poured to PE-stamped specifications.
- All rebar, anchor bolts, and slab penetrations verified by field engineers prior to pour.

2. Framing & Roofing

- Engineered wall and roof trusses installed per wind zone requirements.
- Sheathing, moisture barriers, and structural ties inspected before cladding.

3. MEP Systems

- Electrical, plumbing, and HVAC installations completed by licensed local trades.
- Pressure and continuity tests logged in QuickBase.

4. Exterior & Interior Finishes

- Siding, windows, and roofing installed to energy efficiency and code compliance standards.
- Interior work includes drywall, flooring, cabinetry, and fixtures meeting HUD durability standards.

D. Quality Control and Documentation Workflow

Excello's Quality Management Program (QMP) ensures each reconstruction project passes all engineering, safety, and compliance checkpoints.

QA/QC Milestones:

- Foundation Pre-Pour: PE verification of layout and reinforcement.
- Structural Rough-In: Frame, sheathing, and MEP inspection.
- Final Inspection: Engineer concurrence on code and elevation compliance.
- Certificate of Completion: County sign-off uploaded to QuickBase with photographic proof.

All data—photos, inspection reports, permits, and homeowner acknowledgments—are stored within QuickBase, enabling real-time audit visibility and reducing close-out reconciliation time by over 40%.

E. Project Schedule and Performance Tracking

Each reconstruction project follows a Critical Path Method (CPM) schedule linked to QuickBase.

Activity	Duration (Days)	Description
Pre-Construction / Design	10–15	Geotechnical, engineering, permitting
Site Prep / Demolition	5–7	Clearing, grading, safety fencing
Foundation / Framing	25–30	Slab or pier foundation, framing, roofing
MEP and Finishes	20–25	Utilities, drywall, interior/exterior finish
QA/QC and Close-Out	10–12	Final inspection, certifications, homeowner turnover

Automatic notifications keep County staff informed of every milestone.

F. Safety Management Integration

Excello's Certified Safety Professional (CSP) administers the company's Safety Management Plan (SMP), ensuring every home site meets OSHA and local safety standards.

- Daily Job Hazard Analyses (JHAs) and weekly safety audits.
- Site-specific emergency response and evacuation procedures.
- EMR 0.72 with zero recordable incidents across 2,000+ residential projects.

G. Homeowner and County Communication Protocol

Excello maintains high transparency throughout the reconstruction process to minimize disruption and ensure satisfaction.

- Pre-Construction Orientation Meetings with homeowners.
- Weekly Progress Reports via QuickBase to both homeowners and County staff.
- Photo Documentation: Before, during, and after construction.
- Warranty Package: Includes PE certifications, system manuals, and Excello's 10/2/1 warranty coverage.

This model consistently delivers **98% homeowner satisfaction** across FEMA and TWDB-funded programs.

H. Regulatory and Audit Compliance

Each reconstruction project is administered under 2 CFR 200, FEMA PAPPG, and TWDB construction and financial compliance frameworks.

- Draw requests tied to verified inspection milestones.
100% of invoices supported by engineer-certified documentation.
- Digital audit trail accessible to County, TWDB, and FEMA reviewers.
- Consistent documentation structure ensuring rapid grant close-out and zero audit findings.

I. Summary of Technical Approach

Program Phase	Excello Advantage
Design & Engineering	PE-sealed foundation and framing plans; localized soil design
Field Execution	Fully self-performed foundation and framing; strict safety oversight
Documentation	QuickBase-driven audit trail and real-time reporting
QA/QC & Safety	Three-tiered inspections, CSP-led safety plan
Compliance	Zero audit findings; consistent FEMA and TWDB alignment

Excello Homes' reconstruction methodology merges engineering precision, regulatory rigor, and digital transparency—creating a delivery framework uniquely suited for Brazoria County's residential reconstruction program. Each completed home represents not just structural renewal but a long-term, compliant, and resilient recovery for the community.

Rapid mobilization and local staging. Within 15 days of NTP, Excello will mobilize staff, equipment, and subcontractors sized to the County's initial wave. Staging will occur at the League City laydown yard, which shortens hauls, accelerates first inspections and punch, and enables rapid warranty dispatch. A Brazoria Project Lead will stand up the program structure (reporting cadence, risk register, and communications plan) on day one, with local superintendents deployed to maintain tight site ratios and same-day decision cycles.

- ❖ Regional Yard: League City TX – equipment and materials staged for delivery to Angleton within 2 hours.
- ❖ Pre-Qualified Local Trades: Electrical, plumbing, and HVAC partners in Alvin and Lake Jackson for mechanical reconnections.
- ❖ Emergency Response Unit: Dedicated trailer with tools and materials for storm stabilization and post-flood repairs.
- ❖ Mobilization Capability: Full crew deployment within 48 hours of Notice to Proceed.

Excello Homes owns and maintains a comprehensive fleet of hydraulic, structural, and safety equipment, providing true self-performance capacity.

A. Pre-Construction and Engineering Phase

Every project begins with comprehensive due diligence to eliminate unforeseen conditions and ensure full regulatory compliance.

1. Site Evaluation and Geotechnical Investigation

- ❖ Perform soil borings up to 8 ft to identify load-bearing strata (minimum 2,000 psf target).
- ❖ Conduct floodplain and topographic analysis to determine design BFE plus required freeboard.
- ❖ Evaluate existing structure integrity and connection feasibility for hydraulic lifting.

Log results into QuickBase under the “Pre-Construction Verification” tab, accessible to County reviewers.

2. Engineering Design and Plan Development

- ❖ Foundation Design: PE-sealed per ASCE 24-14; selection of CMU pier, helical pile, or reinforced concrete grade-beam system based on geotechnical results.
- ❖ Anchorage Design: Wind- and flood-load calculations conforming to TWIA Region II requirements.
- ❖ Elevation Plan: Structural beam placement diagram, cribbing layout, and jacking sequence to ensure balanced load distribution.
- ❖ Utility Coordination: Early verification with electric, gas, and plumbing providers to schedule disconnection and reconnection.

All design deliverables are sealed by JDSI Engineering, Excello's licensed professional engineering partner, and uploaded to QuickBase for County review prior to Notice to Proceed.

B. Mobilization and Site Preparation

Excello's regional yard in League City, TX enables same-day material delivery and rapid setup.

Pre-Lift Activities:

- ❖ Secure site and install perimeter safety fencing.
- ❖ Disconnect and cap all utilities (gas, electric, water, sewer).
- ❖ Construct temporary stairways and access ramps for homeowner safety.
- ❖ Install protective sheathing and wall bracing per FEMA P-550 guidelines.
- ❖ Verify hydraulic lift points with laser alignment before elevation begins.

Each step is documented with date-stamped photos and inspection logs in QuickBase, automatically attached to the County's project record.

C. Structural Elevation Phase

Excello performs all lifting operations in-house using its fleet of Unified Hydraulic Jack Systems, eliminating the scheduling and liability risks of subcontracted operations.

1. Unified Hydraulic Lifting Operation

- ❖ A central manifold system synchronizes all jacks to within $\pm\frac{1}{8}$ -inch tolerance.
- ❖ Pressure readings, lift height, and alignment are monitored digitally and recorded into QuickBase in real time.
- ❖ Each lift typically progresses at $\frac{1}{2}$ inch per minute to minimize structural stress.

2. Foundation Reconstruction

- ❖ Once design height is reached, new foundation piers, helical piles, or grade beams are installed.
- ❖ Reinforcement: #5 rebar grouted in every CMU core; 3,000 psi concrete minimum strength.
- ❖ Flood vents installed at 1 sq in per 1 sq ft of enclosed area to meet FEMA Technical Bulletin 1 requirements.
- ❖ Anchoring hardware installed per FEMA P-55 Section 10.4 for uplift and lateral stability.

3. Load Transfer and Verification

- ❖ Structure slowly lowered onto the new foundation system.
- ❖ Engineer-of-record verifies levelness, anchorage torque, and load uniformity.
- ❖ PE signs "Structural Concurrence Certification" (uploaded to QuickBase).

D. Utility Reconnection and Architectural Restoration

Following structural completion, Excello restores all functional systems and ensures code compliance.

Mechanical / Electrical / Plumbing (MEP): Performed by licensed subcontractors local to Brazoria County, coordinated through QuickBase scheduling.

Stair, Deck, and ADA Compliance: Excello builds new access structures per IRC 2024 and ADA slope requirements where applicable.

Exterior Finishes: Reinstall siding, vents, and trim to original aesthetic or improved energy code performance.

Final systems are pressure tested, electrically inspected, and certified by both the County Inspector and the PE of record.

Structured, code-compliant delivery sequence. Demolition, elevation, and reconstruction will follow a documented flow: (1) permits and pre-construction EC; (2) utility preparation and temporary services; (3) excavation/tunneling as needed; (4) foundations/piles selected per geotechnical calls (helical/driven/drilled; torque/bearing logs captured); (5) unified hydraulic jacking and controlled lift; (6) set-on-piers with tie-downs/straps; (7) MEP reconnects and interior/exterior finishes; (8) final EC and inspections; (9) punch and turnover. All work will be executed to NFIP/ASCE 24 and jurisdictional codes with applicable TWIA/TDI details where required.

Engineer-embedded checkpoints and clean inspections. Each elevation package will include PE-stamped foundation/stair/landing/tie-down details. Engineer Concurrence Letters will be obtained at defined milestones—foundation, set-on-piers, MEP rough-in, and final—and pre/final Elevation Certificates will be reconciled to as-builts prior to requesting finals. This engineer-led gating reduces re-inspections, keeps pay applications moving, and gives the County a defensible quality record.

Utilities sequenced to hours, not days. For occupied homes and tight corridors, outages will be minimized through private locates and CCTV of laterals, pre-scheduled power/gas/telecom swing-overs, and prefabricated reconnect assemblies positioned on site ahead of the lift. This hour-level sequencing compresses service interruptions, keeps inspection cadence intact, and reduces homeowner disruption.

Program-grade schedule control. Beyond the baseline CPM and look-aheads, Excello will group addresses by geography and foundation type to run inspection “windows” (roof/wall/floor; MEP) that keep clustered crews productive. Field work will pass hold points at foundation, set, rough-in, and final, with photo evidence attached to each gate. Weather and supply impacts will be handled through float protection, resequencing, and alternate sourcing that are pre-planned in the constraint log.

E. Quality Control and Documentation Workflow

Excello's Quality Management Program (QMP) operates entirely within QuickBase, ensuring each home maintains a continuous chain of verifiable inspection data.

QA/QC Milestones:

- ❖ Foundation Pre-Pour Inspection – Rebar and layout verified by PE; logged in QuickBase.
- ❖ Mid-Lift Verification – Pressure readings and structure alignment recorded.
- ❖ Post-Set Inspection – Anchorage torque and elevation readings certified.
- ❖ Final Engineer Sign-Off – “As-Built Elevation Certificate” and “Engineer Concurrence Letter” issued.

QA/QC and Close-Out activities align with HUD CDBG-DR documentation protocols, including photographic evidence, PE concurrence letters, and elevation certificates uploaded to the County's grant tracking system.

Inspection Evidence Stored in QuickBase:

- ❖ Date/time-stamped photos
- ❖ PE certifications
- ❖ County inspection reports
- ❖ Surveyor's elevation data
- ❖ Homeowner acknowledgment of completion

This digital structure allows Brazoria County and TWDB auditors to trace every inspection and approval in chronological order—reducing close-out reconciliation time by 40%.

F. Project Schedule and Performance Tracking

Excello employs a Critical Path Method (CPM) scheduling model integrated into QuickBase for dynamic progress updates.

- ❖ Activity Duration (Calendar Days) Description
- ❖ Pre-Construction / Design 10–15 days Geotechnical, engineering, permitting
- ❖ Mobilization / Site Prep 5–7 days Fencing, utility disconnect, bracing
- ❖ Hydraulic Lift & Foundation 15–20 days Unified lift, foundation build, anchorage
- ❖ Utility Reconnect / Finish 20–25 days MEP, ADA access, cosmetic repairs
- ❖ QA/QC and Close-Out 10–12 days Final PE sign-off, County inspection, Elevation Certificate

Average Total Duration: 90 days from Notice to Proceed to Certificate of Compliance.

All milestones trigger automatic notifications in QuickBase for County staff visibility.

G. Safety Management Integration

Excello Homes' Certified Safety Professional (CSP) oversees implementation of the company's Safety Management Plan (SMP)—a living document applied to each lot.

- ❖ Daily Job Hazard Analyses (JHAs) conducted prior to each shift.
- ❖ Fall Protection, Confined Space, and Rigging Inspections conducted weekly.
- ❖ Safety Data Sheets (SDS) and emergency contacts uploaded into QuickBase per site.
- ❖ EMR 0.72 with zero recordable incidents across 2,000+ elevations.

This proactive system eliminates risk duplication across scattered lots and ensures compliance with OSHA 29 CFR 1926.

H. Homeowner and County Communication Protocol

Because mitigation programs involve occupied residential sites, Excello maintains a high-communication model to minimize disruption:

- ❖ Homeowner Orientation Meetings: Conducted before mobilization and again before final set.
- ❖ Weekly Progress Updates: Automated QuickBase email summaries to homeowners and County staff.
- ❖ Photo Documentation: Before/after gallery maintained for each home within QuickBase record.
- ❖ Warranty Transfer Packet: Issued at close-out with PE certifications and 10/2/1 warranty coverage.

This transparent process has earned Excello Homes a 98% homeowner satisfaction rate across FEMA- and TWDB-funded programs.

I. Regulatory and Audit Compliance

Every Excello Homes project is managed under 2 CFR 200, FEMA PAPPG, and TWDB construction and financial compliance frameworks.

Compliance Features:

- ❖ Draw requests tied directly to verified inspection milestones.
- ❖ 100% of invoices supported by engineer-certified documentation.
- ❖ Digital audit trail accessible to County staff, TWDB, and FEMA reviewers.
- ❖ Consistent file structure for easy consolidation during grant close-out.

Excello's process has resulted in zero audit findings across all federal and state program reviews, including those performed by the Texas General Land Office and TWDB.

J. Summary of Technical Approach

- ❖ Program Phase Excello Advantage
- ❖ Design & Engineering PE-sealed foundation and anchorage plans per ASCE 24-14; localized soil design.
- ❖ Field Execution Fully self-performed lifts using Unified Hydraulic Systems; $\frac{1}{8}$ -inch precision.
- ❖ Documentation Exclusive QuickBase digital management for audit-ready transparency.
- ❖ Safety & QA/QC CSP-directed safety plan with three-tiered quality inspections.
- ❖ Compliance & Reporting Zero audit findings; direct TWDB and FEMA documentation alignment.

Excello Homes' technical methodology merges engineering precision with QuickBase-driven oversight—creating a construction management model uniquely suited for Brazoria County's scattered-lot residential elevation program.

This approach guarantees that every home meets FEMA and TWDB requirements, protects public investment, and restores residents safely and permanently above flood risk.

REFERENCES FOR HOME RECONSTRUCTION

Project Name: Florida – Hurricane Irma & Michael (CDBG-DR)

Client: Florida Department of Commerce (Rebuild Florida)

Scope: Demolition, Reconstruction, Rehabilitation, MHU replacements (400+ homes)

Funding: CDBG-DR | **Contract Value:** \$ 20M+

Performance Period: 2020–Ongoing

Contact: Ginger Gould, 850.717.8449 | ginger.gould@commerce.fl.gov

Key Staff: Joellen Hall | jh@byrdsonservices.com

Relevance: This project showcases Excello Homes' ability to deliver rapid modular and stick-built housing solutions at scale, ensuring high-speed homeowner turnaround across disaster-impacted communities. We operate under strict HUD and Florida Department of Commerce compliance standards, managing complex regulatory requirements with precision and accountability. Our scope also includes comprehensive lead and asbestos remediation, performed under certified oversight to ensure safety and environmental integrity throughout every phase.



Project Name: Alabama – Disaster Recovery Residential Reconstruction, Rehabilitation, and MHU Replacement

Client: Alabama Department of Economic and Community Affairs (ADECA)

Scope: Residential reconstruction, MHU replacement, and rehabilitation services for over 150 properties

Funding: CDBG-DR | **Contract Value:** \$3M

Performance Period: 2024–Ongoing

Contact: Daniel Burkholder, 251.725.3016 | daniel.burkholder@horne.com

Key Staff: Jeff Goff | jeff@byrdsonservices.com

Relevance: Excello Homes is delivering rapid rehabilitation and reconstruction services to restore safe, livable homes for disaster-impacted residents across Alabama. Our work includes ADA-compliant upgrades tailored to individuals with mobility impairments, ensuring accessibility and long-term functionality. With a focus on speed, quality, and regulatory compliance, we are helping communities recover efficiently while enhancing resilience and equity in housing.



Project Name: Puerto Rico - R3 and MIT Program

Client: Puerto Rico Department of Housing

Scope: Construction Management for Home Repair, Reconstruction, Relocation (R3), Blue Roof, SF-MIT, and Resilience Programs

Funding: CDBG-DR | **Contract Value:** \$35M

Performance Period: 2023–Ongoing

Contact: William Figueroa, 939.220.8655 | William.Figueroa@hornepr.com

Key Staff: James Griffin | jgriffin@byrdsonservices.com

Relevance: Excello Homes supports multi-program housing recovery and resilience delivery across Puerto Rico, integrating reconstruction, repair, and mitigation efforts under the R3 and SF-MIT programs. We manage complex mountain and coastal site logistics, addressing terrain-specific challenges with precision and adaptability. Our work incorporates energy and water resilience systems, advancing long-term sustainability and disaster preparedness for vulnerable communities.

WARRANTIES FOR HOME RECONSTRUCTION

Byrdson Services, Inc. (dba Excello Homes) maintains a comprehensive, multi-layered warranty and post-construction support system tailored to scattered-lot, federally funded reconstruction. The program provides structural assurance, rapid response capability, and end-to-end documentation so each residence remains safe, code-compliant, and audit-ready for the duration of its warranty term.

A. Warranty Coverage Overview

Coverage Type	Duration	Scope of Protection	Verification / Documentation
Structural Warranty	10 Years	Foundation, grade beams, framing and load-path components engineered to resist wind/flood forces; roof structure and primary structural elements.	PE-sealed as-built drawings; final structural inspection; settlement/deflection logs; engineer concurrence letters stored in QuickBase.
Mechanical Systems Warranty	2 Years	Electrical, plumbing, and HVAC systems installed/reconnected by licensed trades under County permits; energy-code compliance.	MEP inspection reports, permit close-outs, start-up/balance logs, photos in QuickBase.
Workmanship Warranty	1 Year	Non-structural finishes, doors/windows, cabinetry, stairs/rails, exterior restoration items, site concrete.	Completion verification; punchlist closeout; homeowner acceptance form with photo record in QuickBase.

B. Dedicated 24-Hour Warranty & Post-Construction Team

Operating from the **League City regional office**, the team provides immediate triage, digital tracking, and on-site technical response for all County homes.

Team Composition & Responsibilities

- **Warranty Manager (Lead):** Owns all cases, assigns field techs, verifies corrective actions, coordinates PE approvals.

- **Structural Field Technician(s):** Performs on-site inspections/adjustments; documents structural or envelope concerns.
- **MEP Specialist:** Coordinates licensed subcontractors for electrical, plumbing, and HVAC.
- **QuickBase Coordinator:** Manages the digital dashboard, timestamps updates, uploads inspection media and sign-offs.
- **Homeowner Liaison:** Single point of contact; acknowledges all requests **within 24 hours**.

C. Operating Procedures

- **24/7 Access:** Dedicated hotline and monitored email for homeowners and County staff.
- **Rapid Deployment:** Field crew mobilization **within 12–24 hours** of confirmed notification.
- **Digital Case Tracking:** Each issue generates a **QuickBase ticket** (severity level, owner, SLA, photos, notes).
- **Engineer Oversight:** Structural cases routed to **JDSI Engineering** for review and concurrence.
- **County Visibility:** Restricted **QuickBase** dashboard provides real-time ticket status and documentation.

D. Post-Construction Inspection & Monitoring

Timeline	Inspection Objective	Performed By	Documentation
30 Days	Verify MEP operations, weather-tightness, and homeowner re-occupancy performance.	Field Technician	QuickBase checklist + photos
6 Months	Assess settlement, cracking, moisture intrusion ($\leq \frac{1}{4}$ -in tolerance), roof/exterior envelope.	PE & QA/QC Inspector	PE report + photo set
1 Year	Full audit of structure, MEP systems, finishes, and site concrete; close any outstanding items.	Warranty Team	Comprehensive report + homeowner sign-off
10 Years (optional)	Structural re-evaluation at County request.	PE	Certification letter

All inspections auto-populate the property's **QuickBase** record and roll up to the **Program-Wide Warranty Performance Report**.

E. Homeowner Communication & Responsiveness

- **48-Hour Initial Response:** All inquiries acknowledged within two business days.
- **24-Hour Emergency Line:** Immediate dispatch for life-safety, utility, or envelope failures.
- **Education & Prevention:** Move-in maintenance guides; storm-season preparation tips.
- **Digital Transparency:** Homeowner portal link for case status, inspection photos, and resolution notes.

F. Risk Mitigation & County Assurance

- Continuous, audit-ready documentation for every service call.
- PE oversight on structural matters; verified code/permit closeouts.
- Single accountable entity—**no third-party delegation** of warranty control.
- Metrics dashboard: average response time, open vs. closed tickets, homeowner satisfaction.

G. Summary of Warranty Excellence

Warranty Feature	Excello Homes Advantage
24-Hour Dedicated Team	Rapid response with full-time staff, QuickBase SLAs, and PE oversight.
Structural Coverage	10-Year PE-certified structural warranty (foundation + framing/load path).
MEP & Workmanship	2-Year MEP and 1-Year workmanship with licensed-trade compliance.
Scattered-Lot Management	Centralized QuickBase platform with County visibility and geo-mapped tracking.
Documentation	Fully digital audit trail; permits/inspections/photos stored in QuickBase.
Claims History	Zero unresolved claims across 2,000+ federal projects.
Homeowner Care	48-hour acknowledgment, 24-hour emergency line, satisfaction tracking.

State Licensure Summary

The table below lists Excello Homes' active licenses and registrations across our operating states, including contractor credentials, agency registrations, and specialty certifications relevant to residential rehabilitation and elevation work. All items are current as of this proposal submission; originals/certificates and agency look-ups can be provided upon request.

State	License / Registration	Number / ID	Issuing Authority
Texas	Secretary of State File Number	800846581	Texas Secretary of State
Texas	Taxpayer Comptroller Number	15626719601	Texas Comptroller of Public Accounts
Texas	MHU Dealer Certificate	41756	Texas Department of Housing and Community Affairs
Texas	Manufactured Housing License	MHDRET00038 102	Texas Department of Housing and Community Affairs
North Carolina	General Contractor License	99400	NC Licensing Board for General Contractors
North Carolina	Business Registration Number	BR-24179-2024	NC Department of Revenue
North Carolina	Secretary of State File Number	2341089	NC Secretary of State
North Carolina	Lead Renovation Firm Certification	RRP4878	EPA
Florida	General Contractor License	CRC1332539	Florida DBPR
Florida	Roofing Contractor License	CCC1333083	Florida DBPR
Florida	Glass & Glazing Contractor License	SCC131152476	Florida DBPR
Alabama	General Contractor License	28979	Alabama Licensing Board
Louisiana	Residential Construction License	884215	Louisiana State Licensing Board
Louisiana	Home Improvement License	558783	Louisiana State Licensing Board
Louisiana	Specialty, Rigging and Housing Moving License	61175	Louisiana State Licensing Board

Comprehensive Reference List

Contact Name	Agency / Affiliation	Role / Program	Contact Information
Rebecca Whitlock	Galveston County FMA Program	Grant Manager	(512) 867-2201 rebecca.whitlock@galvestoncounty.gov
Austin Bleess	City of Jersey Village TX	City Manager	(713) 466-2100 ableess@jerseyvillagetx.gov
Jeff Ward	City of Nassau Bay TX	Program Administrator	(703) 799-4035 jward@jswainc.com
Steve Jackson	NCDPS Division of Emergency Management	Deputy Hazard Mitigation Chief	(919) 743-8141 steve.jackson@ncdps.gov
Randal Mathews	Hyde County Board of Commissioners	County Chair	(252) 921-0329
David Paul	Pamlico County FMA Homeowner	Homeowner Reference	(252) 670-1290

Relevance to Brazoria County

The engineering and construction challenges encountered in Jefferson, Galveston, and Hyde Counties—soft coastal soils, high water tables, and hurricane wind loads—mirror those within Brazoria County's Zone AE and VE floodplains.

Excello Homes' established approach ensures:

- PE-engineered foundation solutions specific to Brazoria's expansive clay substrate;
- TWIA Region II wind-resistant anchorage and uplift designs;
- Pre-approved inspection protocols and draw submittal formats already used successfully with TWDB and HUD;
- A proven record of on-time, on-budget completion with zero deficiencies.

By combining localized Texas experience with national program recognition, Excello Homes offers Brazoria County a trusted partner capable of delivering engineering precision, administrative compliance, and community-focused resilience.

**WE ARE PROUD TO PARTNER WITH A VAST ARRAY OF PROGRAMS
THROUGHOUT THE UNITED STATES**

CDBG-DR Experience Breakdown: Rehabilitation: 1,168 | Reconstruction: 172 | MHU: 22

Comparable Projects Experience as a CDBG Prime Contractor:

(Design, Demolition, Reconstruction, New Construction, Repair, ADA, Abatement)

✓ State of Alabama – Disaster Recovery Residential Reconstruction, Rehabilitation, and MHU Replacement Services CDBG-DR



✓ Texas General Land Office (GLO) Hurricane Harvey Disaster Recovery Program CDBG-DR



✓ New Jersey Sandy Recovery Home Program (RREM) CDBG-DR



✓ City of Houston Housing Rehabilitation and Construction Services for Single-Family Homes for

Housing and Community Development Department CDBG-DR

✓ City of Baytown Disaster Recovery Program CDBG-DRa



✓ Reeves County Disaster Recovery Program CDBG-DR

✓ Hurricane Rita Texas Housing Assistance Program CDBG-DR

✓ Hurricane Ike Galveston County Housing Assistance Program CDBG-DR



✓ East Texas Council of Government's Disaster Recovery Program CDBG-DR

✓ Puerto Rico – Department of Housing Construction Management Services Home Repair, Reconstruction, or Relocation Program Blue Roof Repair Program CDBG-DR



✓ City of San Marcos - 222-013 Housing Construction Services CDBG-DR

✓ State of Florida – Disaster Recovery Program Rebuild Florida, Florida Commerce CDBG-DR



✓ LINC Houston Renovation Program funded through Neighborhood Centers Inc CDBG-DR

✓ Houston – Galveston Area Agency on Aging Accessibility & Renovation Program CDBG

✓ Sabine Pass Restoration Project CDBG



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

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

Or

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

SIGNED ADDENDUMS

BRAZORIA COUNTY ADDENDUM NUMBER 1

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

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFSQ PACKAGE.

This Addendum modifies the RFSQ #25-59 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
2. The following questions have been submitted for clarification:
 - 2.1 Vendor Question: "How many projects are anticipated to be performed in this program?"

Brazoria County Answer: The grant was originally estimated to fund the elevation of approximately **300 homes**. The exact number ultimately completed will depend on final project eligibility determinations and approvals by TDEM and FEMA.
 - 2.2 Vendor Question: "If a project is initially scheduled to be an elevation and it is determined not to be able to be elevated, will the contractor assigned the elevation be automatically awarded the reconstruction should the homeowner pursue reconstruction?"

Brazoria County Answer: Contractors are **not pre-assigned** in the Brazoria County Elevation Program. Once a home is determined to be structurally suitable for elevation, contractors are invited to participate in a bid walk. The homeowner then selects their contractor based on the submitted bids. If reconstruction is necessary instead of elevation, the same open bidding and homeowner selection process applies.
3. All other terms and conditions of the RFSQ are to remain unchanged.

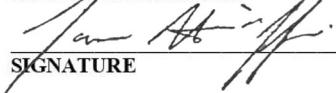
Please refer any questions regarding this RFSQ to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytexas.gov.

Byrdson Services, LLC dba Excello Homes

LEGAL NAME OF CONTRACTING COMPANY

409.203.4075

TELEPHONE NUMBER



SIGNATURE

409.299.3403

FACSIMILE NUMBER

James Griffin - President

NAME AND TITLE PRINTED

*Addendum approved by:



Susan P. Serrano, CPPO, CPPB
County Purchasing Director

10.10.25

Date

BRAZORIA COUNTY ADDENDUM NUMBER 2

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

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFSQ PACKAGE.

This Addendum modifies the RFSQ #25-59 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
2. The following questions have been submitted for clarification:

- 2.1 Vendor Question: **“Project Assignment** - How will individual projects be awarded to contractors within the pool (rotation, mini-bids, capacity ranking, or at County discretion)?"

Brazoria County Answer: Individual projects will be awarded to contractors based on **homeowner selection following the bid walk process**. Contractors within the pool will be invited to participate in bid walks, and homeowners will select their contractor based on the bids received.

- 2.2 Vendor Question: “Bonding Requirements - Will Performance and Payment Bonds be required at 100% of each work order value, or will bonding requirements vary depending on the scope of a single-family project?”

Brazoria County Answer: Yes, **Performance and Payment Bonds will be required for 100% of the full construction amount** and are required for each project that you are awarded.

- 2.3 Vendor Question: “Payment Terms - The RFSQ specifies milestone payments (20/40/30/10). Will any mobilization or advance payment be available at the beginning of each project?

Brazoria County Answer: No advance or mobilization payments will be made. Payments will follow the milestone structure outlined in the RFSQ (20/40/30/10). Once the necessary documentation is received for each milestone, payment authorization will be issued by the County. Additionally, **no work may begin until a valid purchase order for the full construction amount has been issued by the County**.

- 2.4 Vendor Question: **“Subcontracting & HUB/MBE Participation**

1. Is there a maximum percentage allowed for subcontracting?
 2. Will the County require specific HUB/MBE/DBE participation goals on each work order?"

Brazoria County Answer: There is no maximum percentage allowed for subcontracting. In addition, the County does not have a HUB/MBE or DBE participation goal. The County encourages the use of HUB/MBE and DBEs.

- 2.5 Vendor Question: **“Debris & Hazardous Materials Disposal** - Will Brazoria County designate approved disposal sites for demolition debris and asbestos, or must contractors arrange and pay for all disposal independently?"

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

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

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

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

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

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

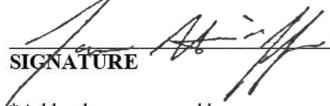
3. All other terms and conditions of the RFSQ are to remain unchanged.

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

Byrdson Services, LLC dba Excello Homes
LEGAL NAME OF CONTRACTING COMPANY

409.203.4075

TELEPHONE NUMBER



SIGNATURE

409.299.3403

FACSIMILE NUMBER

James Griffin - President

NAME AND TITLE PRINTED

*Addendum approved by:



Susan P. Serrano, CPPO, CPPB
 County Purchasing Director

October 10, 2025

Date

BRAZORIA COUNTY ADDENDUM NUMBER 3

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

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFSQ PACKAGE.

This Addendum modifies the RFSQ #25-59 package as follows:

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

2. The following questions have been submitted for clarification:

2.1 Vendor Question: "Separate Contractor Pools – Will the procurement result in the creation of two distinct contractor pools-one for Structural Home Elevation (lifting existing residential structures) and one for Reconstruction (newly built elevation foundations)?"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Definition of Structural Home Elevation

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

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

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

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

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

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

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

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

Byrdson Services, LLC dba Excello Homes _____
LEGAL NAME OF CONTRACTING COMPANY

409.203.4075
TELEPHONE NUMBER


SIGNATURE

*Addendum approved by:



Susan P. Serrano, CPPO, CPPB
County Purchasing Director

409.299.3403
FACSIMILE NUMBER

James Griffin - President
NAME AND TITLE PRINTED

October 10, 2025

Date

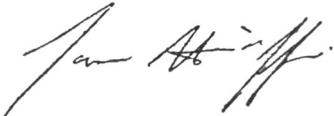
ATTACHMENT A - ELEVATION SCOPE OF WORK

Excello Homes hereby acknowledges the receipt and understanding of the *Elevation Scope of Work* outlined in Attachment A, as provided in the solicitation for this project. We confirm that we will adhere to all specified requirements, including but not limited to:

1. **Compliance with Codes and Standards:** Ensuring that all work is performed in compliance with local, state, and federal building codes, National Flood Insurance Program (NFIP) standards, and other relevant regulations.
2. **Site Preparation and Coordination:** Properly preparing the site, coordinating with homeowners and the County Program Manager, and ensuring necessary permits and approvals are obtained.
3. **Performance Requirements:** Meeting all milestones and performance obligations outlined in the scope, including the provision of a third-party warranty for our work, the completion of required inspections, and the submission of necessary documentation (e.g., elevation certificates, final inspections, lien waivers).
4. **Damage Responsibility:** Acknowledging that any damages caused by Excello Homes during the course of the elevation work will be our responsibility and will not be covered by grant funds.
5. **Completion and Clean-Up:** Completing all work to the satisfaction of the homeowner, the County, and the Program Manager, including final site clean-up, utility reconnection, and compliance with ADA requirements, as applicable.

By signing this acknowledgement, Excello Homes commits to performing the work in full compliance with the terms and conditions specified in the *Elevation Scope of Work* document and agrees to assume full responsibility for the successful completion of the project.

Signature:



Authorized Representative: James Griffin

Title: President

Company: Byrdson Services, LLC dba Excello Homes

Date: October 10, 2025

ATTACHMENT B - RECONSTRUCTION SCOPE OF WORK

RFSQ #25-59 – Residential Home Elevations and/or Reconstruction for FEMA Harvey Disaster Funding Recipients

I, the undersigned authorized representative of Excello Homes, do hereby certify and affirm that:

1. Compliance with Brazoria County Requirements

Excello Homes will comply with all requirements of Attachment B – Reconstruction Scope of Work, including adherence to applicable federal, state, and local codes, FEMA mitigation reconstruction standards, NFIP regulations, ASCE 24-14, TWIA requirements, and Brazoria County floodplain ordinances.

2. Prohibition on Dual Engagement of Engineering and Inspection Services

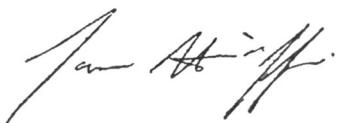
Excello Homes acknowledges and agrees that it will not hire or contract with the same firm to perform engineering services on a home if that same firm is also contracted by Brazoria County to provide Structural Integrity and Inspection Services on that home.

3. Affirmation of Responsibility

Excello Homes understands that this prohibition is a condition of participation under the FEMA Harvey Disaster Recovery Program and affirms full compliance as a matter of contract performance.

By signing below, Excello Homes confirms its understanding of and agreement to comply with the requirements of Attachment B – Reconstruction Scope of Work and affirms this acknowledgement as a binding representation to Brazoria County.

Signature:



Authorized Representative: James Griffin

Title: President

Company: Byrdson Services, LLC dba Excello Homes

Date: October 10, 2025

ATTACHMENT C - 2025 IRC INSPECTION DOCUMENTS

2025 IRC Inspection Documents

RFSQ #25-59 – Residential Home Elevations and/or Reconstruction

Excello Homes acknowledges and affirms compliance with the requirements of Attachment C – 2025 IRC Inspection Documents as issued by Brazoria County. Specifically, Excello Homes agrees to:

1. Registration with Brazoria County

- Register with Brazoria County and obtain an IRC number prior to applying for any residential building permits.

2. Compliance with 2006 International Residential Code (IRC)

- Perform all reconstruction work in full compliance with the 2006 IRC, as amended by Brazoria County, and any other applicable federal, state, and local regulations.

3. Required Inspections

- Ensure that all required inspections are completed at the foundation, framing/mechanical, and final construction stages by a licensed professional as allowed under state law (Professional Engineer, Registered Architect, ICC-certified inspector, or other qualified individual).

4. Forms and Documentation

- Submit the Notice of Residential Construction – Inspection Compliance Form prior to beginning work.
- Provide completed inspection documentation, including certifications, to the Brazoria County Floodplain Administrator at project closeout.

By signing below, Excello Homes confirms its full understanding of and agreement to comply with all requirements under Attachment C – 2025 IRC Inspection Documents.

Signature:



Authorized Representative: James Griffin

Title: President

Company: Byrdson Services, LLC dba Excello Homes

Date: October 10, 2025

BOND LETTER

USI Insurance Services, LLC -- Surety Division
480 Wildwood Forest Dr., Suite 760, Spring, Texas 77380
Toll Free: 866-694-3018 Main Phone: 832-702-8350

March 5, 2025

Re: Byrdson Services, LLC dba Excello Homes

To Whom It May Concern:

USI Insurance Services has provided bonding to Byrdson Services, LLC dba Excello Homes since 2012. Byrdson Services, LLC dba Excello Homes is a highly qualified organization and we are pleased to recommend them. They have demonstrated the ability to perform difficult projects in an admirable manner.

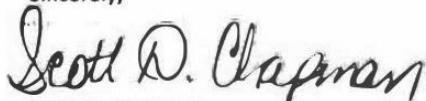
Euler Hermes North America Insurance Company, the Surety, is currently providing contract bonds for and provides a working line of \$25,000,000 single with a total work program of \$80,000,000. However, this is not considered their maximum bonding capacity. Accordingly, we would anticipate no difficulty in providing the customary performance and payment bonds.

Euler Hermes North America Insurance Company currently has an A.M Best Rating of "A+" and it appears on the Treasury's Listing of Certified Companies.

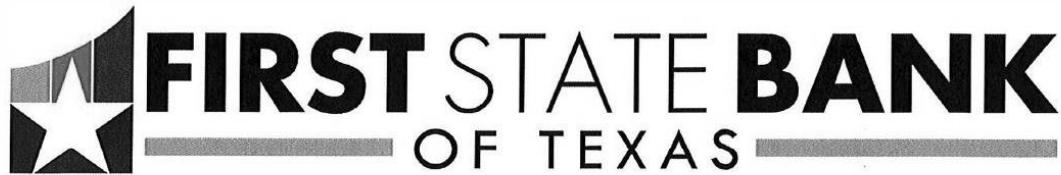
Please note that the decision to issue performance and payment bonds is a matter between Byrdson Services, LLC dba Excello Homes and Euler Hermes North America Insurance Company and will be subject to the standard underwriting practices and policies in effect at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you should have any questions, please call me at (832) 702-8344.

Sincerely,



Scott D. Chapman
Regional Surety Leader

BANK LETTER

March 5, 2025

RE: Construction Managers Line of Credit Availability

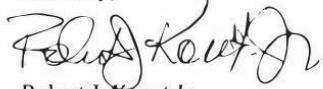
To Whom it May Concern,

Please allow this letter to serve a written certification of First State Bank of Texas' willingness to increase and extend an existing Revolving line of credit up to \$15,000,000.00 for Byrdson Services, LLC provided procurement is awarded on contracts associated with the above-named Request for Proposals. As of the date of this letter, the line of credit has no balance. For additional information to be provided in this matter, please direct all questions to me directly at:

First State Bank of Texas
3975 Phelan Blvd.
Beaumont, TX 77706
Attn: Robert Kocot
409-926-8114

Should you require anything further in this matter, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert J. Kocot Jr." The signature is fluid and cursive.

Robert J. Kocot Jr.
First State Bank of Texas
Senior Vice President

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

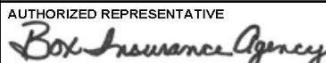
 DATE (MM/DD/YYYY)
 9/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS 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 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 Box Insurance Agency 1200 S. Main St., Ste 1600 Grapevine TX 76051	CONTACT NAME: Certificates Administrator PHONE (A/C, No, Ext): 817-865-1801 E-MAIL: certificates@boxinsurance.com	
	FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : Progressive County Mutual 29203 INSURER B : Texas Mutual Insurance Company 22945 INSURER C : LEXINGTON INSURANCE COMPANY 19437 INSURER D : Amherst Specialty Insurance Company 17565 INSURER E : Dellwood Specialty Insurance 17332 INSURER F :	
INSURED Byrdson Services LLC dba Excello Homes 1245 W Cardinal Dr Beaumont TX 77705-6410		

COVERAGE		CERTIFICATE NUMBER: 961682864		REVISION NUMBER:			
<p>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.</p>							
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
D	GENERAL LIABILITY		AH02-RSC-250000492-00	8/4/2025	8/4/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
	X COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY		996522295	4/23/2025	4/23/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ Incl Above BODILY INJURY (Per accident) \$ Incl Above PROPERTY DAMAGE (Per accident) \$ Incl Above \$	
	X ANY AUTO						
	ALL OWNED AUTOS <input type="checkbox"/>	SCHEDULED AUTOS <input checked="" type="checkbox"/>					
	X HIRED AUTOS <input checked="" type="checkbox"/>	X NON-OWNED AUTOS <input type="checkbox"/>					
	X Med Pay 5000 <input type="checkbox"/>	X UM/UIM \$1m <input type="checkbox"/>					
D	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		AH04-RSC-250000453-00	8/4/2025	8/4/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Follow Form \$ Follow Form
	X EXCESS LIAB <input type="checkbox"/>						
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y / N	0001272890	5/27/2025	5/27/2026	X WC STATU- ORY LIMITS <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	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/>						
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						
C	Pollution & Professional \$5M x \$5M Excess Liability		015136648 DCX0000020500	5/24/2025 8/4/2025	5/24/2026 8/4/2026	LIMIT 5,000,000 \$ 1,000,000 \$ 5,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) \$5,000,000 x \$5,000,000 Excess Policy #DCX0000020500 Carrier: Dellwood Specialty Insurance Company Effective 08/04/2025-08/04/2026							
The Auto Liability policy includes a blanket automatic additional insured provision/endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that required such status.							
The Auto Liability and Workers Compensation policies include a Blanket Waiver of Subrogation provision/endorsement that provide this coverage to the certificate holder, only when there is a written contract between the named insured and the certificate holder that requires such status.							
See Attached...							

CERTIFICATE HOLDER		CANCELLATION	
Brazoria County 237 E. Locust Street, Suite 401 Angleton TX 77515		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

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ACORD 25 (2010/05)

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LICENSES & CERTIFICATIONS

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1562671960100
Approval Date: April 25, 2022
Scheduled Expiration Date: April 25, 2026

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

BYRDSON SERVICES, LLC DBA Excello Construction, Excello Homes

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **April 25, 2022**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tppasscmblsearch/index.jsp>) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Jane Nelson
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for Byrdson Services, LLC. (file number 800846581), a Domestic Limited Liability Company (LLC), was filed in this office on July 20, 2007.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on October 09, 2024.



Jane Nelson
Secretary of State

Phone: (512) 463-5555
Prepared by: SOS-WEB

Come visit us on the internet at <https://www.sos.texas.gov/>

Fax: (512) 463-5709
TID: 10264

Dial: 7-1-1 for Relay Services
Document: 1411926330002

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Carlos H. Cascos
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

Byrdson Services, LLC.

File Number: 800846581

Assumed Name:

Excello Homes

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 02/17/2016

Effective: 02/17/2016



CHC -

Carlos H. Cascos
Secretary of State

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555

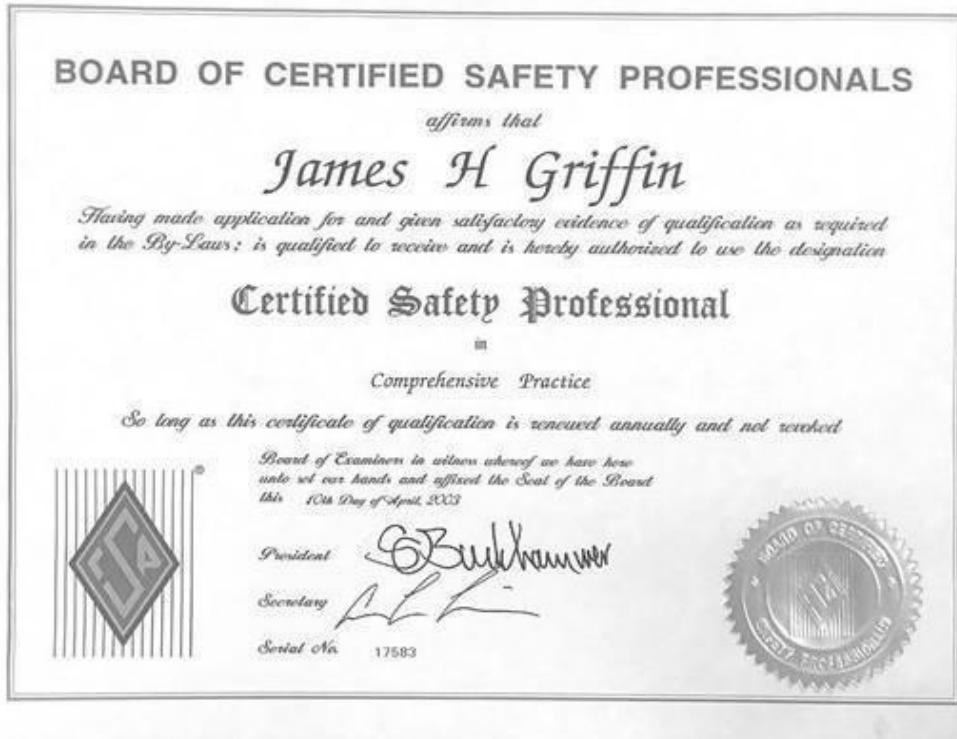
Fax: (512) 463-5709

Dial: 7-1-1 for Relay Services

Prepared by: WEBSUBSCRIBER

TID: 10342

Document: 656393230002



Better Business Bureau.

Serving Southeast Texas

Start With Trust.®



Excello Homes

October 2025 – September 2026

Accredited Since 2008

BBB.org

Last updated by James Griffin on Jan 22, 2025 at 03:21 PM
BYRDSON SERVICES, LLC.


BYRDSON SERVICES, LLC.

Unique Entity ID F863QC7K2WL4	CAGE / NCAGE 4VWU9	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 22, 2026	
Physical Address 1245 W Cardinal DR Beaumont, Texas 77705-6410	Mailing Address 1245 West Cardinal Drive Beaumont, Texas 77705-6410	United States

Business Information

Doing Business as BYRDSON SERVICES LLC	Division Name Excello Homes	Division Number (blank)
Congressional District Texas 14	State / Country of Incorporation Texas / United States	URL www.excellohomes.com

Registration Dates

Activation Date Jan 22, 2025	Submission Date Jan 22, 2025	Initial Registration Date Sep 25, 2007
--	--	--

Entity Dates

Entity Start Date Sep 1, 2007	Fiscal Year End Close Date Dec 07
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78b(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

No

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Jan 28, 2025 09:32:05 PM GMT
<https://sam.gov/entity/F863QC7K2WL4/coreData?status=null>

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Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types
Business Types

Entity Structure

Corporate Entity (Not Tax Exempt)

Entity Type

Business or Organization

Organization Factors

Limited Liability Company

Profit Structure

For Profit Organization
Socio-Economic Types
Women-Owned Small Business
Women-Owned Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Debt Subject To Offset
Yes **Yes**

EFT Indicator CAGE Code
0000 **4VWU9**

Electronic Funds Transfer

Account Type Routing Number Lock Box Number
Checking *******70** **(blank)**
Financial Institution Account Number
FIRST FINANCIAL BANK, N.A. *******11**

Automated Clearing House

Phone (U.S.) Email Phone (non-U.S.)
4092034075 **jh@excellohomes.com** **877-390-5438**
Fax
4092993403

Remittance Address

Blaine Caillier
3515 Dowlen Road
Beaumont, Texas 77706
United States

Taxpayer Information

EIN *****1960	Type of Tax Applicable Federal Tax	Taxpayer Name BYRDSON SERVICES LLC dba Excello Homes
Tax Year (Most Recent Tax Year) 2007	Name/Title of Individual Executing Consent Member	TIN Consent Date Jan 22, 2025
Address 1245 W Cardinal DR Beaumont, Texas 77705	Signature JIM GRIFFIN	

Points of Contact
Accounts Receivable POC

 **James H Griffin, President**

Jan 28, 2025 09:32:03 PM GMT
<https://sam.gov/entity/F863QC7K2WL4/coreData?status=null>

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jgriffin@byrdsonservices.com
4092846611

Electronic Business

✉
James H Griffin, President
jgriffin@byrdsonservices.com
4092846611

SALLY I Byrd
sally@byrdsonservices.com
4098421827

1245 West Cardinal Drive
Beaumont, Texas 77705
United States

Government Business

✉
James H Griffin, President
jgriffin@byrdsonservices.com
4092846611

SALLY L Byrd
sally@byrdsonservices.com
4098421827

1245 West Cardinal Drive
Beaumont, Texas 77705
United States

Past Performance

✉
James H Griffin, President
jgriffin@byrdsonservices.com
4092846611

JIM Griffin
jgriffin@byrdsonservices.com
4092846611

1245 West Cardinal Drive
Beaumont, Texas 77705
United States

Service Classifications

NAICS Codes

Primary Yes	NAICS Codes	NAICS Title
	236115	New Single-Family Housing Construction (Except For-Sale Builders)
	236116	New Multifamily Housing Construction (Except For-Sale Builders)
	236118	Residential Remodelers
	236210	Industrial Building Construction
	236220	Commercial And Institutional Building Construction
	237990	Other Heavy And Civil Engineering Construction
	238110	Poured Concrete Foundation And Structure Contractors
	238130	Framing Contractors
	238190	Other Foundation, Structure, And Building Exterior Contractors
	238350	Finish Carpentry Contractors
	238910	Site Preparation Contractors
	321918	Other Millwork (Including Flooring)

Product and Service Codes

PSC	PSC Name
C1QA	Architect And Engineering- Construction: Restoration Of Real Property (Public Or Private)
Y1AA	Construction Of Office Buildings
Y1AZ	Construction Of Other Administrative Facilities And Service Buildings
Y1EZ	Construction Of Other Industrial Buildings
Y1FA	Construction Of Family Housing Facilities

PROJECT CONCLUSION

Excello Homes respectfully submits this proposal to Brazoria County for consideration under RFQ #25-59 – Residential Home Elevation and Reconstruction Program. With more than two decades of verified FEMA, TWDB, and HUD program experience, Excello Homes has consistently demonstrated the technical precision, administrative transparency, and homeowner care required to elevate communities safely and permanently out of flood risk. Our company's engineering leadership, digital management systems, and 24-hour warranty infrastructure uniquely qualify us to deliver scattered-lot home elevation projects across Brazoria County efficiently, compliantly, and with measurable quality outcomes.

Excello's competitive advantages directly align with the County's selection priorities:

Each foundation and anchorage system is PE-designed and certified per ASCE 24-14, FEMA P-55, and TWIA Region II standards. Over 300 federally funded home elevations completed in Texas, Florida, and North Carolina, including FEMA FMA, HMGP, and HUD CDBG-DR programs.

QuickBase platform developed specifically for dispersed residential projects—providing real-time tracking, audit-ready documentation, and County-level dashboards. 100 % of hydraulic lifting and structural work performed by in-house personnel using Excello's 100-ton unified jacking systems. \$80 million aggregate bonding capacity; preferred contractor status by Allied Surety & Bond Co. for completing competitor defaulted projects in Galveston and Florida. Formally acknowledged by Steve Jackson, Deputy Hazard Mitigation Section Chief, NCDPS, as the leader in the nation's best-executed elevation program.

Dedicated response team operating from League City with full QuickBase tracking, ensuring lifetime performance verification for every elevated home. These qualifications establish Excello Homes as the most experienced and technically capable partner for Brazoria County's elevation program.

Excello Homes is committed to:

Each home elevated to or above design flood elevation, with PE-certified documentation at every phase Maintaining full compliance with FEMA PAPPG, TWDB standards, and 2 CFR 200 cost-reasonableness requirements. Providing Brazoria County continuous visibility through QuickBase dashboards and auditable digital records. Enforcing OSHA 29 CFR 1926 standards under CSP supervision and ISO-style internal QC documentation. Offering education, communication, and rapid warranty response for every participant property.

Excello Homes views this program not merely as construction work, but as a public service partnership to protect Brazoria County families, infrastructure, and resilience investments.

Our League City, TX operations yard—strategically located less than one hour from Brazoria County—serves as the central dispatch point for all elevation, equipment staging, and warranty activities.

With dedicated Texas crews, licensed trade partners in Alvin, Lake Jackson, and Angleton, and on-call engineering support from JDSI Engineering, Excello can mobilize within 48 hours of contract award.

Our financial readiness, bonding capacity, and existing FEMA/TWDB compliance systems allow immediate contract activation without delay or additional administrative burden to the County.

Excello Homes acknowledges full understanding of the scope, requirements, and conditions outlined in Brazoria County's RFQ #25-59 and affirms our commitment to:

Adhering to all local, state, and federal regulations governing home elevation and reconstruction activities. Maintaining complete documentation and reporting transparency for County and State review.

Assigning key personnel—James Griffin (President, CSP) and Joellen Hall (Vice President of Operations)—as the County's primary points of contact throughout program execution.

We appreciate the opportunity to continue our legacy of excellence in disaster-recovery construction and look forward to partnering with Brazoria County to deliver a safe, compliant, and community-focused elevation program that sets a benchmark for Texas and the nation.

Submitted by:

Excello Homes

Division of Byrdson Services, LLC
1245 West Cardinal Drive, Beaumont, Texas 77705
www.excellohomes.com

James Griffin, CSP

President / Corporate Safety Director
jgriffin@excellohomes.com
409 203 4075

Joellen Hall

Vice President of Operations
jh@excellohomes.com
877 390 5438

Excello Homes

Engineering Precision, Digital Transparency, and Proven Resilience for Brazoria County's Future



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

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

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

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

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

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

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

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

IF SUBMITTING AN ELECTRONIC SEALED OFFER:

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

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

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

IF SUBMITTING A HARD COPY SEALED OFFER:

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

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

PLEASE USE THE RETURN LABEL PROVIDED WITH THIS SOLICITATION:

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

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

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

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

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

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

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

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

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



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

Published Dates:
SEPTEMBER 17, 2025
SEPTEMBER 24, 2025

REQUEST FOR STATEMENT OF QUALIFICATIONS

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

All documents included in RFSQ# 25-59 represent components which comprise this offer package and subsequent awarded executed contract. The documents shown in Exhibit A and Exhibit B are required to be submitted in your offer package. *It is the respondent's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the requirements before you return your offer packet.*

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

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

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

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

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

Attachments to the RFSQ:

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

BRAZORIA COUNTY INSTRUCTIONS TO RESPONDENTS

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

1.0 PROJECT DESCRIPTION AND SPECIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

2.0 GENERAL

The Contract consists of the RFSQ#25-59 document and all attachments, as well as the Contract for Elevation Work or Reconstruction Work, between the Contractor and the Homeowner and the Voluntary Elevation/Reconstruction Agreement between Brazoria County and the Homeowner, other specifications, as well as addenda issued prior to execution of the Contract, other documents listed in the Contract, and modifications issued after execution of the Contract.

The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may only be amended or modified under the terms of this Contract.

3.0 PROGRAM ADMINISTRATION

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

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

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

Step One –

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

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

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

Interviews with short-listed candidates

Award - Contract approval by Commissioner's Court

TBD

5.0 SELECTION PROCESS

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

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

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

6.0 EVALUATION CRITERIA FOR HOME ELEVATIONS

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

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

EXPERIENCE AND QUALIFICATIONS.....35 Points

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

CAPABILITIES AND CAPACITIES..... 20 Points

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

METHODOLOGY..... 15 Points

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

REFERENCES..... 20 Points

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

WARRANTIES..... 10 Points

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

7.0 EVALUATION CRITERIA FOR HOME RECONSTRUCTION

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

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

EXPERIENCE AND QUALIFICATIONS..... 40 Points

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

CAPABILITIES AND CAPACITIES..... 25 Points

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

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

METHODOLOGY.....15 Points

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

REFERENCES.....10 Points

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

WARRANTIES.....10 Points

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

8.0 SUBMISSION REQUIREMENTS

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

If submitting an RFSQ Electronic Document Submission (using the Bonfire electronic platform)

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

If submitting an RFSQ Hard Copy Document Submission

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

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

9.0 PERIOD OF CONTRACT

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

10.0 QUESTIONS DUE DATE (FOR CLARIFICATIONS)

Any prospective respondent desiring any explanation or interpretation of the proposal must make a written request which must be received by the Purchasing Department on or before Wednesday, October 8, 2025. The request must be emailed to bidclarifications@brazoriacountytx.gov. Emails must include the project name and number in the subject field.

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

11.0 PREVAILING WAGE RATES

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

Current prevailing wage rates are incorporated in the Contract documents.

12.0 RECORD KEEPING

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

13.0 INSURANCE REQUIREMENTS

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

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

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Vendor shall require that any and all subcontractors that are not protected under the Vendor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Vendor and provide written proof of such insurance to Vendor.

Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Vendor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

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

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

WAIVER OF SUBROGATION:

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

ADDITIONALLY INSURED:

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

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

BUILDER'S RISK-RECONSTRUCTION ONLY

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

RIGGERS LIABILITY INSURANCE REQUIREMENT – ELEVATION ONLY

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

14.0 DISCLOSURE OF CERTAIN RELATIONSHIP

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

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

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

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at:
<http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM>

Texas Local Government Code Chapter 176 can be found here:

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

Questionnaire Form CIQ is included in this bid/offer.

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

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

15.0 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB's)

Historically Underutilized Businesses (HUB's) are encouraged to participate in the RFSQ processes. Although Brazoria County does not certify HUB vendors, Brazoria County recognizes the certifications of other governmental entities.

If you are certified by a government entity, please upload the certificate with your response electronically in the Bonfire electronic platform or include a hard copy of your certificate in your submittal.

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

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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

16.0 SYSTEM FOR AWARD MANAGEMENT (SAM)

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

Prior to award, Brazoria County will check www.sam.gov, 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-environmentiae/iae-systems-information-kit/unique-entity-id-is-here>. Brazoria County is unable to conduct business with vendors who have been debarred.

17.0 INCLEMENT WEATHER - HARD COPY SUBMISSIONS:

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

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

The County reserves the right to make the final judgment call to extend any deadline.

18.0 FEDERAL REQUIREMENTS

18.1 Remedies

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

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

18.2 Access to Records and Record Retention

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

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

- 1) The contractor agrees to provide Brazoria County, any State or Federal Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 1) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

2) The contractor agrees to provide any State or Federal Agency, Brazoria County, the Comptroller General of the United States, or any of their authorized representatives or their authorized representatives access to construction or other work sites pertaining to the work being completed under this contract.

18.3 Debarment and Suspension

“Suspension and Debarment

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

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

Application:

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

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

- 1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.

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

The list of EPA-designate items is available at

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

18.5 Domestic Preferences for Procurements (2 CFR 200.322)

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

(b) For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

18.6 DHS Seal, Logo and Flags

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

18.7 Compliance with Federal Law, Regulations, and Executive Orders

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

18.8 No Obligation by Federal Government

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

18.9 Program Fraud and False or Fraudulent Statements or Related Acts

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

18.10 Termination for Cause and Convenience

Termination with Cause:

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

Termination Without Cause:

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

18.11 Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to Brazoria County and understands and agrees that Brazoria County will, in turn, report each violation as required to assure notification to the applicable federal program Administrator, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the applicable federal program Administrator.

18.12 Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to Brazoria County and understands and agrees that Brazoria County will, in turn, report each violation as required to assure notification to Brazoria County and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the applicable federal program Administrator."

18.13 Byrd Anti-Lobbying Amendment

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

18.14 Energy Efficiency

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

18.15 Equal Opportunity:

Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

b. Key Definitions.

1) Federally Assisted Construction Contract. The regulation at 41 C.F.R.

§ 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction

§ 60-1.4 Equal opportunity clause.

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

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

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

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant.

This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a

formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

18.16 Davis-Bacon Act and Copeland Anti-Kickback Act

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job.

If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as any State and or Federal Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

18.18 Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(1) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The State, Federal agency, loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

18.19 Rights to Inventions Made Under a Contract or Agreement

Application:

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

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

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

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

BRAZORIA COUNTY STATEMENT OF NO OFFER

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

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

Mail the form to:

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

Or email to: aerickson@brazoriacountytx.gov

NAME OF FIRM: _____

ADDRESS: _____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

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

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

Remarks: _____

BRAZORIA COUNTY

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. TERMINATION OF CONTRACT:

Termination with Cause:

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

Termination Without Cause:

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

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

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

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

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

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

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

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

27. WARRANTY: Contractor shall warrant that all items and services shall conform to the proposed specifications, all warranties as stated in the Uniform Commercial Code, and be free from all defects in material, workmanship and title. Contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor shall provide additional warranty requirements as defined in the Scope of Work attached. Respondents must provide all warranty terms and conditions in response package.

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

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

All documents are subject to the Public Information Act requirements.

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

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

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

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

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

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

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

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

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

38. QUANTITIES: Brazoria County requests purchase prices for the items identified in this offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of offer preparation. These quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.

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

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

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

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

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

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

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

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

46. DISCLOSURE OF INTERESTED PARTIES FORM 1295: A person or business, who enters into a contract with the County, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. A contract entered into by a governmental entity is voidable for failure to provide the disclosure of interested parties if the entity submits written notice to the business entity of the failure to submit the form and the business entity has not provided the form on, or before, the 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 supersede other requirements where applicable.

General

The requirements set forth below are intended to outline the basic operating parameters and procedures required to provide goods and/or services to Brazoria County as described herein. It is not the intention to describe every item required. In the performance of this Contract, the successful respondent represents it is familiar with the condition under which Brazoria County operates and represents that it has the resources, knowledge and skills to properly support the County's needs consistent with these special conditions and the Contract documents.

The County reserves the right to modify this Contract and Scope of Work as necessary to develop and maintain specifications / statement of work that meets the County's needs. Such modifications shall be mutually agreed upon and shall be incorporated into this Contract as an addendum. Brazoria County shall not be responsible for any additional charge that is not stated in this Contract or mutually agreed to prior to such work or service is performed and/or invoiced.

The Specifications/Statement of Work provided in this package is to be used as a guide in developing an offer to this RFP. The information contained herein is not intended to be restrictive and the County will consider alternate offers submitted by respondent. Alternate offers shall be clearly marked with the proposed alternates and or exceptions to the Specifications/Statement of Work and shall include all pricing/cost advantages if applicable. Respondents are expected to include any additional requirements that may have been inadvertently left out of the attached Specifications/Statement of Work.

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

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

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

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

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

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

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

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

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

Brazoria County will not be liable for any costs incurred by the respondent in preparing a response to this RFP. Brazoria County makes no guarantee that any goods and/or services will be purchased as a result of this request for proposal, and reserves the right to reject any and all offers.

All offers and their accompanying documentation will become the property of Brazoria County. All offers shall be open to negotiation.

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

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

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

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

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

Exceptions

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

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

Public Information Act

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

Late Offer - Electronic Submissions

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

Late Offer – Hard Copy Submissions

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

Altering Submissions - Electronic

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

Altering Submissions – Hard Copy

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

Substitutions to Offer

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

Withdrawal of Offer

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

Descriptions

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

Terms of Payment

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

Pricing / Delivery

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

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

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

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

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

Personnel

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

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

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

Legal Documents

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

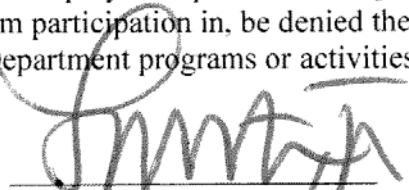
Contract Obligations

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

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

**Title VI and Related Statues
Nondiscrimination Statement**

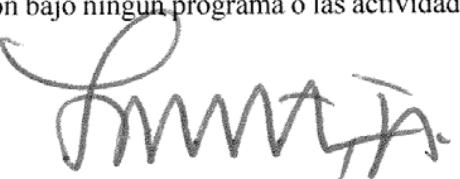
Brazoria County, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.S. § 2000d-3),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



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

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

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



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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

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

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

5 Check only if there is NO Interested Party.

1

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____, _____

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

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

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

TEXAS ETHICS COMMISSION RULES

CHAPTER 46. DISCLOSURE OF INTERESTED PARTIES

§ 46.1. Application

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

§ 46.3. Definitions

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

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

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

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

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

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

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

§ 46.5. Disclosure of Interested Parties Form

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

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

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

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

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

**Note: . A contract entered into by a governmental entity is voidable for failure to provide the disclosure of interested parties if the entity submits written notice to the business entity of the failure to submit the form and the business entity has not provided the form on, or before, the 10th business day after the business entity receives written notice to submit the Form 1295.

Boycott Verification

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

Definitions:

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

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

I, _____ (Person name), the undersigned representative of (Company or Business Name) _____ (hereinafter referred to as Company)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above,

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

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

**BRAZORIA COUNTY
RETURN LABEL**

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

SEALED REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)

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

RETURN OFFER TO:	PHYSICAL ADDRESS:
	PURCHASING DEPARTMENT BRAZORIA COUNTY COURTHOUSE CAMPUS ADMINISTRATION BUILDING 237 E. LOCUST STREET, SUITE 406 ANGLETON, TEXAS 77515

DATED MATERIAL – DELIVER IMMEDIATELY

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

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

ATTACHMENT A

ELEVATION SCOPE OF WORK

1.0 CONTRACTORS ARE REQUIRED TO:

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

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

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

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

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

2.0 BACKGROUND INFORMATION

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

3.0 MANDATORY ELEVATION

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

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

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

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

4.0 TYPES OF ELEVATIONS:

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

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

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

5.0 ELEVATION REQUIREMENTS:

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

6.0 STRUCTURAL SOUNDNESS:

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

7.0 SPECIFICATION MILESTONES AND COMPENSATION DRAWS

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

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

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

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

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

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

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

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

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

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

7.2 Certificate of Occupancy

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

ATTACHMENT B

RECONSTRUCTION SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

2.0

BACKGROUND INFORMATION

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

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

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

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

2.1 Type of Reconstruction

2.1.1 Houses reconstructed using piles, posts or piers

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

2.1.2 Houses reconstructed with a closed foundation and placed on fill

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

2.2 Reconstruction Requirements

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

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

2.2.3 A building permit is required in order to reconstruct.

2.3 Structural Soundness

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

3.0 SPECIFICATION MILESTONES & COMPENSATION DRAWS

3.1 Inspections

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

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

3.1.1 Signed contract with performance & payment bonds, insurance

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

3.1.3 Acquisition of building permits

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

3.1.4 Complete demolition of building and removal of debris

3.1.5 Debris removal

3.1.6 INSPECTION

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

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

3.1.8 INSPECTION

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

FINAL INSPECTION

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

3.1.9 Completion of all work

3.1.10 All utilities are connected

3.1.11 Final site clean-up & removal of equipment

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

3.1.13 Certificate of Construction Completion

3.1.14 Final elevation certificate

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

FINAL INSPECTION

3.2 Certificate of Occupancy

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

4.0 COMPLETION TIMELINE

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

5.0 MINIMUM QUALIFICATIONS

Respondents must meet or exceed the minimum qualifications listed herein.

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

Joe K. Ripple, CFM
Floodplain Administrator



Phone: (979)864-1295

BRAZORIA COUNTY

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

Date: September 1, 2010

Subject: Building Permits

To Whom It May Concern:

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

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

Any Flood Zone - Any size fully enclosed structure.

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

Packet Includes:

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

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

Thank you for your cooperation.



BRAZORIA COUNTY

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

Requirements for Residential

Customer Provides Copies of ALL Documentation Provided

Floor Plan & Site Plan Size 8.5X11

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

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

ZONE X	PROVISIONS
<input type="checkbox"/> 1.) Approval from Environmental Health on septic (Bring copy of septic permit)	<input type="checkbox"/> Environmental Health approval on septic system -If you have less than 10 acres or a subdivision that does not have a legal tie into septic or if you have an existing system you are tying into.
<input type="checkbox"/> 1.) Apply for Building Permit	<input type="checkbox"/> For new residential (Including living quarters in a barn), contracted builders are required to register with Brazoria County for an IRC number before construction and receive a Brazoria County Residential Packet.
<input type="checkbox"/> 3.) Recommended to build up 24" above natural ground	<input type="checkbox"/> Acknowledgement Regarding Storage Permit (signed and notarized) for any zone must be submitted by person taking out building permit for barn, shop, warehouse, storage building(s), or any non-habitable building, herein after referred to as storage building stating no sewage facility may be installed, may not be leased out for rent or no business may be conducted out of the building.
ANY FLOOD ZONE A, AO, AE, V, VE (Any Size Structure)	<input type="checkbox"/> For any zone -1 story structure that is enclosed and 5000 sq. ft. and up must have a drainage plan.
<input type="checkbox"/> 1.) Approval from Environmental Health on septic (Bring copy of septic permit) If less than 10 acres. If 10 acres (one tract) or more and the only structure connected to a septic system this permit is NOT needed. Correct address has to be on permit	<input type="checkbox"/> Certified surveyor must do required elevation certificate(s). If you need an Engineer Study on land you must hire a Professional Engineer of Hydrology.
<input type="checkbox"/> 2.) Elevation Certificate of Natural Ground required. (Elevation Certificate will not be accepted without correct address)	<input type="checkbox"/> Fee for building permit doubles if a building permit is not taken out before building(s) is/are built.
<input type="checkbox"/> 2a.) Sign a Class B form stating we will receive a <u>2nd</u> <u>Original</u> elevation certificate of <u>finished</u> <u>construction-top of bottom floor reading</u> once structure is built. Mobile Homes <u>the bottom of trailer floor</u> once Mobile Home is in place.	
<input type="checkbox"/> 3) Floor plan (size 8.5x11) of home, mobile home, and/or structure being built.	

BRAZORIA COUNTY RESIDENTIAL CONSTRUCTION INSPECTIONS

Code Requirements

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

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

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

Inspections Required

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

The qualified inspector must either be a:

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

The three inspections required, as applicable, include:

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

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

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

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

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

Foundation Inspection

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

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

Framing, Mechanical and Delivery Systems Inspections

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

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

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

Final

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

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

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

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

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

ON-LINE REGISTRATION

Section 1: On-line Reporting • Registration Required

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

Section 2: Inspector Information

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

Section 3: Property Address/Project Information

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

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

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

Date: _____ **IRC#** _____

Name of Company _____

Owner: _____

Address: _____

Phone: Work: _____ **Cell:** _____

Email: _____



Received

Related OSSF
Application#

Permit#

IRC#

BRAZORIA COUNTY

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

BUILDERS NAME: _____

PROJECT INFORMATION

TYPE OF CONSTRUCTION: (Check One)

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

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

LOCATION:

Address: _____

Lot and Block #: _____ Subdivision: _____
or

Survey: _____ Tract/Acreage: _____
or

Deed Reference: _____ Property ID (MCAD)#: _____

RESIDENTIAL CODE USED IN CONSTRUCTION:

- 1) INTERNATIONAL RESIDENTIAL CODE- published _____ []
Date _____

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

Permit#: _____

Builders IRC #: _____

Home Owners Name: _____

Address of Inspected Home: _____

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

I) FOUNDATION STAGE (before placement of concrete)

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

INSPECTOR INFORMATION:

NAME: _____ REGISTRATION #: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____ E-MAIL: _____

SIGNATURE (REQUIRED)

DATE

2) FRAMING AND MECHANICAL SYSTEMS STAGE

(before covering with drywall or another interior all covering)

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

INSPECTOR INFORMATION:

SAME AS ABOVE

NAME: _____ REGISTRATION #: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____ E-MAIL: _____

SIGNATURE (REQUIRED)

DATE

3) COMPLETION

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

INSPECTOR INFORMATION:

SAME AS ABOVE

NAME: _____ REGISTRATION#: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____ E-MAIL: _____

ADDRESS: _____

SIGNATURE (REQUIRED)

DATE

Brazoria County Residential Construction Inspections- Frequently Asked Questions

1.) What is the County Inspection Program?

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

2.) Who can be an inspector? ,

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

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

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

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

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

5.) What is a builder assigned project number?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ORDER

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

SECTION I

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

SECTION 2

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

SECTION 3

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

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

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

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

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

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

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

SECTION 4

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

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

SECTION 8

The County may choose to enforce this Order by:

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

SECTION 9

This Order shall be effective _____, 2010.

Adopted this day of _____, 2010.

APPROVED:

(SEAL)

Matt Sebesta
Brazoria County Judge

ATTEST:

Brazoria County Clerk

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

Permit#: _____

Builders IRC #: _____

Home Owners Name: _____

Address of Inspected Home: _____

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

I) FOUNDATION STAGE (before placement of concrete)

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

INSPECTOR INFORMATION:

NAME: _____ REGISTRATION #: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____ E-MAIL: _____

SIGNATURE (REQUIRED)

DATE

2) FRAMING AND MECHANICAL SYSTEMS STAGE

(before covering with drywall or another interior all covering)

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

INSPECTOR INFORMATION:

SAME AS ABOVE []

NAME: _____ REGISTRATION #: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____ E-MAIL: _____

SIGNATURE (REQUIRED)

DATE

3) COMPLETION

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

INSPECTOR INFORMATION:

SAME AS ABOVE []

NAME: _____ REGISTRATION #: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____ E-MAIL: _____

ADDRESS: _____

SIGNATURE (REQUIRED)

DATE



Received

Related OSSF
Application#

Permit#

IRC#

BRAZORIA COUNTY

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

BUILDERS NAME: _____

PROJECT INFORMATION

TYPE OF CONSTRUCTION: (Check One)

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

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

LOCATION:

Address: _____

Lot and Block #: _____ Subdivision: _____

Survey: _____ Tract/Acreage: _____

Deed Reference: _____ Property ID (MCAD)#: _____

RESIDENTIAL CODE USED IN CONSTRUCTION:

- 1) INTERNATIONAL RESIDENTIAL CODE- published _____ []
Date _____