

HARRIS COUNTY

FLOOD CONTROL DISTRICT

BIDDING REQUIREMENTS

GENERAL NOTICE TO BIDDERS

A minimum of 25% of the work to be performed on this project shall be performed by the Bidder in accordance with Texas Local Government Code Annotated §262.025 and 271.055.

Special Notice: By Texas Local Government Code Annotated §262.031, the original price on firm fixed price contracts may not be increased by more than 25% unless the change is necessary to comply with a federal or state statute, rule, regulation or judicial decision enacted, adopted or rendered after the contract is made. The original contract price may not be decreased by 18% or more without the consent of the Contractor.

On public works projects, all contractors shall supply a list of all suppliers and subcontractors with addresses and phone numbers, prior to work commencing.

At the time of the scheduled preconstruction meeting, the successful bidder shall supply to the District a list of representatives, signed by an Officer of the Company, who are authorized to sign official documents, i.e., Purchase Orders, Change Orders, Final Estimates, etc.

HCFCD is using an internet-based Project Lifecycle Management Solution, Oracle's Primavera Unifier® (Unifier), to maintain consistent administrative and technical control for all projects throughout the County. The Contractor is required to utilize Unifier on this project in accordance with procedures provided by HCFCD.

The Contractor must have access to a computer with secured Internet access and a scanner to utilize Unifier. Access will be provided to the Contractor at no cost to the Contractor. HCFCD will provide a system login account and access to training for Contractor personnel. The Contractor must reply to assigned tasks and update Unifier with new or changed information within 24 hours of that information becoming known to Contractor.

GENERAL REQUIREMENTS AND SPECIFICATIONS FOR INVITATION FOR BIDS

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I. INTRODUCTION

Harris County administers Federal grant funds received from various sources, including but not limited to the Texas General Land Office (GLO), the Federal Emergency Management Agency (FEMA), and the U.S. Department of Housing and Urban Development (HUD). All purchases made with grant monies shall comply with the terms and conditions of the grant, as well as the applicable Federal, State, and County procedures regarding these purchases.

All Federal grant awards are subject to the Uniform Administrative Requirements and Cost Principles, codified at 2 CFR 200. This includes the standards for procurements under Federal grants, which applies to contracts for services, goods, construction, or repair. Harris County shall follow applicable local and State requirements except to the extent that these are inconsistent with Federal statutes, regulations, or grant conditions. In other words, Harris County shall follow the rule that allows compliance with all the rules that apply to it: Federal, State, and local. If compliance with all applicable levels is not possible and no rule is more restrictive than another, Harris County shall follow the Federal rule.

This contract shall be funded, in whole or in part, with Federal grant monies. Harris County is authorized to use the sealed bid (formal advertising) method of procurement for this contract opportunity in accordance with 2 CFR 200.320(c).

Harris County is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, Historically Underutilized Businesses, Section 3 Business Concerns, and labor surplus area firms are encouraged to submit bids.

A. PROJECT DESCRIPTION

As used herein, the term “Contractor” shall mean and refer to Bidder selected pursuant to this IFB process that enters into a contract with Harris County.

Channel Conveyance Improvements to Taylor Gully and Woodridge Stormwater Detention Basin for the Flood Control District – Project ID G103-80-03.1-E002.

B. PROJECT SCHEDULE

Five hundred fifty two days (552) Calendar Days

C. ANTICIPATED CONTRACT TERM

The Contract shall commence on the date on the Notice to Proceed Letter and shall remain in effect until Inspection and Final Acceptance of all required work for the Project and completion of all required services.

II. TIMETABLE

A. PRE-BID CONFERENCE

1. A pre-bid conference is scheduled for this project. Attendance is not mandatory, but vendors are encouraged to attend to gain a better understanding of the requirements listed within this bid.

The pre-bid conference will be held February 3, 2026, 9:00 a.m. CST, local time Houston, via Microsoft Teams.

Join the meeting now

Meeting ID: 227 701 372 263 94

Passcode: jT6G5n2P

Or call in (audio only)

Conference number (281) 985-1862

Conference code 327 354 103#

2. Regardless of whether or not Bidders attend the Pre-Bid Conference, Bidders are responsible for fully acquainting themselves with the conditions of the Project site (which may include more than one site), as well as those relating to the construction and labor of the Project, and for informing themselves with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. It is the responsibility of each Bidder to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project.

B. QUESTIONS

It is the responsibility of each Bidder to examine the entire IFB package, seek clarification in writing, and review their Bid for accuracy before submitting. It is the responsibility of each Bidder before submitting a Bid, to:

1. Examine the Invitation for Bid Documents thoroughly;
2. Visit the site or structure to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work; and
3. Take into account Harris County, federal, state, and local laws, regulations, ordinances, and requirements that may affect costs, progress, performance, furnishing of the Work, or award.

During the period between issuance of this IFB and the Bid due date, no oral interpretation of the IFB's requirements will be provided to any prospective Bidder. Requests for interpretation (and other questions) must be made in writing by the questions deadline either via Bonfire at <https://harriscountytexas.bonfirehub.com/portal/>. The deadline for submission of questions relating to this bid is listed on the Event Schedule in Bonfire.

All questions submitted in writing prior to the deadline will be compiled and answered in writing via an Addendum. A copy of all questions and answers via Addendum will be published online and/or forwarded in an email to all firms. The County will not be bound by any information conveyed verbally.

The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with the IFB requirements and that without exception, the Bid is premised upon performing and furnishing the Work detailed in the Invitation for Bid Documents and that the provided documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ADDENDUM NO. 1

C. ADDENDA

Prior to the submission deadline, Harris County may wish to amend, add to, or delete from the contents of this IFB. Harris County may also issue clarifications resulting from any pre-bid conferences or questions submitted. In such situations, Harris County shall issue an Addendum to the IFB setting forth the nature of the modification. Once an Addendum is issued, it will be uploaded to Bonfire, and all Bidders who have downloaded the IFB will be notified via email that an Addendum is ready to be downloaded.

D. EXTENSIONS

The County reserves the right to extend the bid due date and time prescribed above. However, unless the County issues a written Addendum to this IFB that extends the Bid due date and time for all Bidders, the bid due date and time prescribed above shall remain in effect.

E. PUBLIC BID OPENING

Pursuant to 2 CFR 200.320(c)(2)(iii), all bids will be opened at the time and place prescribed in this Invitation For Bids, and the Bids shall be opened publicly.

Sealed Bids will be opened publicly on February ~~16~~ 23, 2026, shortly after 2:00 PM CST. The public bid opening will be held via Microsoft Teams. Please visit <https://purchasing.harriscountytexas.gov/Pages/BidsProposals.aspx> for the link. Late Bids will not be accepted – no exceptions.

F. SCHEDULE SUMMARY

The following is the estimated timetable and is provided to assist responding firms in planning:

IFB Release Date	January 23, 2026
Pre-Bid Conference	February 3, 2026
Submission of Questions Deadline	February 6, 2026
Bid Submission Deadline	February 16 23, 2026
Notice to Proceed	When directed by Harris County

III. SUBMISSION INSTRUCTIONS

A. BID & ADDENDA ACKNOWLEDGEMENTS

1. By submitting a Bid in response to this IFB, Bidders accept the solicitation process as it has been outlined in this IFB.
2. All bids are required to remain in effect for at least 120 days from the date of submission. This effective period should be taken into account when preparing the bid.
3. Harris County will not be liable for any costs incurred by the Bidder in preparing a response to this IFB. Bidders submit Bid(s) at their own risk and expense. Harris County makes no guarantee that

any products or services will be purchased as a result of this IFB and reserves the right to reject any and all Bids. All Bids and accompanying documentation will become the property of Harris County. By submitting a Bid, Bidders acknowledge and accept that reference checks and/or background investigation may be conducted as a part of the due-diligence process. Award will be made to the lowest, responsible, and responsive Bidder who submits a response to this IFB.

4. Bidders must sign Attachment A, *Bid & Addenda Acknowledgement*, and include with their bid submission.
5. In cases where Addenda are issued under this solicitation, Bidder must ensure all Addenda are reflected within the *Bid & Addenda Acknowledgement* document, and Bidder must sign and submit the actual Addenda documents with their bid. All Addenda shall become a part of the requirements for this IFB. In signing and submitting the *Bid & Addenda Acknowledgment* (Attachment A) with its Bid, Bidder acknowledges that it has examined all documents, attachments, forms, specifications, addenda, and all instructions. The County may deem a bid non-responsive for failure of Bidder to acknowledge any and all Addenda.
6. Bidders are responsible for consulting the standards referenced in this IFB. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.
7. **READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. THE BIDDER IS RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS.**

B. BID SUBMISSION OPTIONS

Bids may be submitted in hard copy, or electronically as detailed below.

C. HARD COPY BID SUBMISSION

1. FOR HARD COPY SUBMISSIONS, Bidders may hand-deliver or mail their Bids to:

HARRIS COUNTY PURCHASING AGENT

1111 FANNIN STREET, 12th FLOOR

HOUSTON, TEXAS 77002

Buyer: **Maria Heinzmann**
2. Bids must be sealed and must show the IFB Number, Description and be marked “SEALED BID”.
3. Bids must include:
 - ONE (1) original Bid package, clearly marked “ORIGINAL”
 - ONE (1) flash drive containing the complete response in PDF format must be provided and placed in the ORIGINAL response; a self-adhesive packet may be used to secure the flash drive.

- All documents must be labeled with the Bidder's name and the IFB number. Any response received by the Office of the Harris County Purchasing Agent that is not identified on the outside with the IFB number will be at risk for rejection.
- Bid must indicate for which contract opportunities the Bidder is submitting.
- All Bids must be typed, single spaced, and formatted to print on 8 ½" by 11" paper.
- Each section of the Bidder's response should start on a new page. A tabbed divider page marked with the section number should separate each section.
- Bidders should prepare a Table of Contents for the Bid being submitted. The Table of Contents must list all sections and the contents of each section.

D. ONLINE BID SUBMISSIONS (PREFERRED METHOD)

1. Bidders choosing to submit Bids in digital format may electronically submit bids through Bonfire (<https://harriscountytexas.bonfirehub.com/portal>), which is a third-party online provider website and facilitates the bid management process. Bids submitted via e-mail will be rejected. Bids must include:
 - ONE (1) complete Bid as ONE (1) PDF document.
 - Bids must indicate for which contract opportunities the Bidder is submitting.
2. If Bidder elects to submit its bid electronically, it is the responsibility solely of Bidder to see that its Bid is properly submitted in proper form and prior to the stated closing time. THE ELECTRONIC BID MANAGEMENT SYSTEM WILL NOT ACCEPT LATE BIDS. The County will only consider bids that have transmitted successfully and have been issued a confirmation number with a time stamp from Bonfire indicating that the Bid was submitted successfully. Bidders shall be solely responsible for informing themselves with respect to the proper utilization of the online bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the Bidder to successfully submit an electronic Bid shall be at the Bidder's sole risk, and no relief will be given for late and/or improperly submitted Bids.

Bidders experiencing any technical difficulties with the bid submission process may contact Bonfire Support at <https://support.gobonfire.com/hc/en-us/categories/360000773733-Vendors>. Neither the County nor Bonfire make any guarantee as to the timely availability of assistance or assurance that any given problem will be resolved by the bid submission date and/or time.

E. DIGITAL FORMAT

Harris County will accept Bids in digital format. Bidders wishing to submit electronic Bids must submit online through Bonfire. Bids submitted via email will not be accepted.

If, in its Bid response, Bidder makes any changes whatsoever to the County's published IFB specifications, the County's IFB specifications, *as published*, shall control. Furthermore, if a Bidder has been found to have made an alteration of any kind to the County's published IFB specifications, or the work under the Contract is not being performed, the Contract is subject to immediate cancellation.

F. LATE BIDS; BID RETURNS

Bids are due to the Harris County Purchasing Department by the date and time specified on the cover sheet and as listed under Section II - **Timetable**. Harris County will not accept late bids. Late bids will be rejected. If a solicitation is cancelled, submitted bids will not be returned.

G. SCANNED OR RE-TYPED RESPONSE

If in its response, Bidder either electronically scans, re-types, or in some way reproduces the County's published IFB package, then in the event of any conflict between the terms and provisions of the County's published IFB package, or any portion thereof, and the terms and provisions of the response made by Bidder, the County's IFB package as published shall control. Furthermore, if an alteration of any kind to the County's published IFB package is only discovered after the Contract is executed and is or is not being performed, the Contract is subject to immediate cancellation.

H. PRICING

Bidder must provide the pricing as requested for all services and/or items specified within the *Bid Schedule / Pricing Form* (Attachment B), or in Bonfire.

Any rates provided to the County must be all-inclusive. "All-inclusive" shall be construed as costs incorporating all charges for service, labor, material, equipment, overhead, and any other costs. No separate line item rates or charges for services listed in the scope of work will be accepted.

I. BID BOND

If the Contract is for the construction of public works, or the Contract value is anticipated to exceed \$100,000, Bidder must furnish a good and sufficient bid bond in the amount of five (5) percent of the total Contract price (LGC 262.032). A bid bond must be executed with a surety company authorized to do business in this state. Bid bonds must be submitted with the Bid package as follows:

Individual bid bond payable to Harris County for 5% of the total amount of each separate bid (if applicable),
or

Bank cashier's check payable to Harris County for 5% of the total amount of each separate bid (if applicable). *NOTE: If Bidder is submitting Bid online through Bonfire and is electing to provide a cashier's check in lieu of a bid bond, the cashier's check must be physically dropped off in a sealed envelope referencing the Job No. before the due date of this IFB at the address provided on the IFB Cover Sheet. If submitting a cashier's check or certified check instead of a bid bond, Bidders must complete the *Bid Check Return Authorization Form* (Attachment H) and attach to bid check. All bid checks must be for the required amount and be payable to Harris County, not payable to any individual. See Section VI, **General Provisions** of this IFB for surety requirements.

J. REQUIRED BID DOCUMENTS

Bidder's IFB submission package must include the components checked below, in the order in which they are listed. If the item is "X" checked, the item must be included in Bidder's submission in order for the submission to be considered complete. Bidders are asked to review the documentation to ensure all applicable parts are included. If any portion of this IFB or its attachments are missing, notify the Purchasing Department immediately. Bidder should be thoroughly familiar with all of the following items applicable to the bid submission before submitting a bid.

<input checked="" type="checkbox"/>	1.	Bid and Addenda Acknowledgement – Bidder must sign and submit the <i>Bid and Addenda Acknowledgement</i> form, included as Attachment A.
<input checked="" type="checkbox"/>	2.	Bid Schedule - Pricing Form – Bidder must complete the <i>Bid Schedule / Pricing Form</i> , included as Attachment B.
<input checked="" type="checkbox"/>	3.	Certification Regarding Lobbying – Bidder must sign and submit the <i>Certification Regarding Lobbying</i> form, included as Attachment C.
<input checked="" type="checkbox"/>	4.	Certificate of Interested Parties (Form 1295) – Pursuant to Texas Government Code § 2252.908, Bidders must complete and submit Form 1295, <i>Certificate of Interested Parties</i> , prior to the bid deadline using the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm . Bidders must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, and then print a copy of the form filed with the Commission and submit the signed copy with their Bid.
<input checked="" type="checkbox"/>	5.	Statement of Bidder Qualifications – Bidder must complete and submit the <i>Statement of Bidder Qualifications</i> form, included as Attachment D.
<input checked="" type="checkbox"/>	6.	Bidder and Subcontractor Licensing / Certifications – Bidder must submit any applicable licensing and/or certifications required for the completion of the scope of work under this IFB.
<input type="checkbox"/>	7.	Subcontractor Listing Form – Bidder must complete and submit the <i>Subcontractor Listing Form</i> , (Attachment E).
<input checked="" type="checkbox"/>	8.	References – Bidder must complete and submit the <i>References</i> form, included as Attachment F.
<input checked="" type="checkbox"/>	9.	Bid Check Return Authorization Form – Bidder must sign and submit the <i>Bid Check Return Authorization</i> form (if a bid bond is required), included as Attachment H.
<input checked="" type="checkbox"/>	10.	Bid Bond – If the contract is for the construction of public works, or the contract value is anticipated to exceed \$100,000, Bidder must furnish a good and sufficient bid bond (either an individual bid bond or a bank cashier's check) in the amount of five (5) percent of the total contract price.
<input checked="" type="checkbox"/>	11.	Certification of Compliance with Federal Standards & Requirements – Bidder must sign and submit the <i>Certification of Compliance with Federal Standards & Requirements</i> form, included as Attachment L.
<input checked="" type="checkbox"/>	12.	Section 3 Bid Requirements – The Offeror must complete and submit the <i>Obligation Summary for Contract Awardees, Section 3 Business Concern Self-Certification, and the Initial Subcontracting Plan (Attachment Q)</i> for any HUD-funded projects expected to exceed \$200,000. Bidders intending to self-perform as Section 3 Businesses, or for any subcontractors of Bidder who qualify as Section 3 Businesses with Harris County DEEO, must self-certify as Section 3. The Harris County Section 3 Business Concern Self-Certification Form must be included and submitted with the Bid.

<input type="checkbox"/>	13.	Certification or documentation that Bidder, or its subcontractor(s), is HUB-certified by the Texas Comptroller of Public Accounts or the local MWBE office in their jurisdiction
<input checked="" type="checkbox"/>	14.	Conflict of Interest Questionnaire – Bidders who enter or seek to enter into a contract with Harris County must disclose Bidder’s or its employees’ affiliation, business relationship, employment, family relationship, or provision of gifts that might cause a conflict of interest with Harris County. By law, <i>the Conflict of Interest Questionnaire</i> (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of Harris County not later than the 7th business day after the date Bidder becomes aware of facts that require the statement to be filed.
<input checked="" type="checkbox"/>	15.	Statement of Conflicts – A statement of conflicts (if any) the Bidder or key employees may have regarding these services.
<input checked="" type="checkbox"/>	16.	System for Award Management results – Bidder must include verification that your company, as well as the company’s principal, is not debarred through the System for Award Management (www.SAM.gov). Bidder must enclose a print out of the search results that includes the record date.
<input checked="" type="checkbox"/>	18.	Sample Insurance Certificate – Bidder must provide a sample Insurance Certificate that adheres to the <i>Minimum Insurance Requirements</i> shown under Attachment M (does not supersede the “Hold Harmless” provision).
<input checked="" type="checkbox"/>	19.	GLO Compliance Package – This project is funded in whole or in part by the Texas General Land Office (GLO). As such, Bidder must also complete and submit the following documents with their Bid: <ul style="list-style-type: none"> • <i>GLO Compliance Package (Attachment W)</i> <ul style="list-style-type: none"> ○ GLO Contractor Bid Certification ○ GLO Certification of Bidder Regarding Civil Rights Laws and Regulations
<input checked="" type="checkbox"/>	20.	MWBE Utilization Plan Commitment Form – Harris County strives to engage with prime contractors and subcontractors that represent the diverse businesses of the County. We will ensure that historically underutilized minority-and woman-owned businesses (M/WBEs) receive a fair and equal opportunity to participate in the County’s procurement process. Offeror must sign and submit the <i>MWBE Utilization Plan Commitment Form</i> .
<input type="checkbox"/>	21.	Build America, Buy America Act (BABAA) Self-Certification Form – This project is funded through a FEMA financial assistance program subject to BABAA. Contractor(s) and subcontractor(s) must sign and submit the <i>Build America, Buy America Act (BABAA) Self-Certification Form</i> .

IV. EVALUATION & AWARD PROCEDURES

A. NONCONFORMING BIDS

Bids that are incomplete, contain material irregularities or include alterations to or terms and conditions that do not conform to the terms and conditions of the IFB, or otherwise do not comply with the requirements of the IFB are subject to rejection as non-responsive. In accordance with the regulations of 2 CFR 200 and the laws of the State of Texas, Harris County reserves the right to waive any informality or irregularity, to make awards to more than one Bidder, by total, by group, by item or as best serves the county and/or to reject any or all bids if there is a sound documented reason.

B. EVALUATION PROCESS

Harris County will select the responsive and responsible Bidder that, in the opinion of Harris County, has been determined to have submitted the lowest bid based on all identified factors.

Prices proposed by Bidder shall be irrevocable until Contract award unless the bid is withdrawn. A Bid may be withdrawn by a Bidder, provided an authorized representative of the Bidder submits a written request to withdraw the Bid prior to the time set for opening the Bids.

C. BASIS OF AWARD

Pursuant to 2 CFR 200.320(c)(2)(iv), Harris County shall evaluate Bids in response to this solicitation, and intends to award a firm fixed price contract to the responsive and responsible bidder, whose Bid, considering price and any price-related factors specified in the solicitation, is the lowest.

Where specified in these bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.

D. UNBALANCED BID

To the extent applicable, Harris County may reject any Bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A Bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

E. CONTRACT OBLIGATION

If award is recommended, Harris County Commissioners Court must award the Contract and the County Judge or other person authorized by the Harris County Commissioners Court must sign the Contract before it becomes binding on Harris County or Bidder. Department heads are NOT authorized to sign agreements for Harris County. Binding agreements shall remain in effect until all products and/or services covered by this procurement have been satisfactorily delivered and accepted.

No award can be made until approved by the Harris County Commissioners Court. This IFB does not obligate Harris County to the eventual purchase of any services described, implied or which may be proposed. Progress toward this end is solely at the discretion of Harris County and may be terminated at any time prior to execution of a contract.

F. RESPONSIBILITY

Harris County shall award contracts only to responsible Bidders who have the ability to perform successfully under the terms and conditions of the proposed contract. Information provided in the *Statement of Bidder Qualifications* form (Attachment D) may be used, in part, by Harris County to assess Bidders' responsibility.

To be considered responsible, a Bidder must:

1. Have adequate financial resources to perform the contract, or the ability to obtain them;
2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments;
3. Have a satisfactory performance record;
4. Have a satisfactory record of integrity and business ethics;
5. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
6. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
7. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Before being considered for award, the Bidder may be requested by Harris County to submit a statement or other documentation regarding any of the items above. Failure by the Bidder to provide such additional information shall render the Bidder nonresponsive and ineligible for award.

Responsible Bidders must have the experience necessary to complete the Scope of Work and ability to comply with Texas and Harris County requirements and all federal codes, policies and regulations applicable to this project.

For any work which may involve or require Architects or Engineers, Bidders must submit *Form SF-330 – Architect-Engineer Qualifications* (found at <https://www.gsa.gov/forms-library/architect-engineer-qualifications>). If applicable, Bidders must submit a completed *Form SF-330 – Architect-Engineer Qualifications* for each of the subcontractors proposed to be used in the completion of the Contract (Harris County must approve the actual subcontractors prior to their use).

Harris County shall conduct research to determine that a Bidder is responsible. Some methods to determine responsibility include:

- Compliance with Delivery and Performance Schedules: The County may request information on other active contracts the Bidder is performing and verify the status with those buyers;
- Performance Record: The County may require Bidders to submit contact information for recent contracts they have performed for other customers and contact them to ascertain the Bidder's quality of performance, including timeliness of delivery/completion, quality of work, compliance with terms and conditions of the contract, and cost control, if applicable.

- Integrity and Business Ethics: The County may check local offices of Code Compliance and Business Licenses or other regulatory agencies for business ethics record and compliance with public policy. The County may verify the Bidder's compliance with payments, wage rates, and affirmative action requirements with other customers and with applicable State and Federal Government offices, e.g., DOL Wage and Hour Division;
- Necessary Organization, Experience, Operational Controls, and Technical Skills: The County may verify experience with other customers, request copies of audits, or verify that necessary personnel will be available to work on the County's contract;
- Necessary Production, Construction, and Technical Equipment and Facilities: The County may request evidence that the Bidder has all the equipment and facilities he/she will need or the capability to obtain them; and
- System for Award Management: The County shall verify that the Bidder is not debarred through the System for Award Management (www.SAM.gov).

Bidders are responsible for determining the responsibility of their prospective subcontractors. Determinations of prospective subcontractor responsibility may affect the County's determination of the Bidder's responsibility. A Bidder may be required to provide written evidence of a proposed subcontractor's responsibility.

The County may directly determine a prospective subcontractor's responsibility. In this case, the same standards used to determine a Bidders responsibility shall be used by the County to determine subcontractor responsibility.

V. GENERAL PROVISIONS

A. ALTERNATES

When there is a justifiable need, Harris County may opt to use Alternate Bids. If the County chooses to use Alternates, the County will identify the Base Bid Specifications, or the specifications listing or describing only those materials, equipment, work, and services upon which the Base Bid must be predicated, exclusive of any alternate bids. The requested Base Bid would comprise the sum of money for which the Bidder offers to perform the work identified in the Base Bid Specifications, not including that work for which alternate bids are also submitted.

Alternates shall be accomplished either with Additive or Deductive Alternates. An Additive Alternate Bid is a body of work that the County may award in *addition* to the Base Bid if there is sufficient funding after the bids are received, and may include items that are not part of the base scope or may be replacements.

By contrast, a Deductive Alternate Bid is a body of work that the owner may *delete* from the base bid if there is insufficient funding to award the full base bid. A Deductive Bid Alternative is when work shall be *deducted* from the Base Bid work.

The purpose of both Additive and Deductive bids is to build flexibility into the bidding process so that the County can award the maximum amount of the project possible dependent on funding available.

Harris County will use Alternates when there is an understandable need and will attempt to limit Alternates to no more than three potential Alternates. One or more of Alternates may be used to adapt a project to stay within the County's budget, which shall allow an award to be made.

B. AUTHORIZATION TO DO BUSINESS IN TEXAS

Bidders must obtain Texas Sales & Use Tax permit from the Texas State Comptroller Office if they are engaged in business in Texas and they are selling tangible personal property, leasing personal property, or selling a taxable service in Texas.

All Bidders are required to have and maintain any licenses, certifications, and registrations required by the State of Texas, Harris County, or recognized professional organization governing the services performed under this contract (such as professional licensing requirements i.e. Licensed Plumbers). The Texas Department of Licensing and Regulation is the primary state agency responsible for the oversight of businesses, industries, general trades, and occupations that are regulated by the state.

For businesses to legally operate in Harris County, Bidders must be registered with the Texas Secretary of State to transact business in Texas and must be current on all state and local fees and taxes, including but not limited to Franchise Account Status with the Texas Comptroller of Public Accounts in good standing, delinquent taxes, court judgments, tickets, tolls, fees, or fines.

A Sole Proprietorship, General Partnership, and all business entities (SP, LLC, INC, etc.) doing business under a name other than the name of the owner requires a DBA (Doing Business As) Certificate, which must be filed within the county of which they are doing business. If a Bidder's business isn't located in Harris County, Bidders must submit the licenses, certifications, and other documentation required by the locality in which their business is based.

C. PERFORMANCE & PAYMENT BONDS

2 CFR 200.325 mandates the minimum federal bonding requirements. However, Texas Government Code is more stringent, and provides for the requirements set forth below. Since the Texas Government Code requirements are more stringent than 2 CFR 200.325, compliance with the following requirements shall satisfy the federal bonding requirements.

1. **Performance Bonds:** Successful Bidder may be required to furnish a performance bond within ten (10) days after award of the Contract and receipt of performance and/or payment bond application form.
 - a. If a contract is for a public works project and is expected to exceed \$100,000, Bidders must furnish a performance bond to Harris County for the full amount of the contract (TGC 2253.021(1)) within ten (10) days after award of the contract and receipt of performance bond application form. The prescribed Performance Bond Form for public works contracts over \$100,000 is found under Attachment I, and is the only form Harris County will accept.
 - b. If a contract is not a public works project and is expected to exceed \$50,000, Bidders must furnish a performance bond to Harris County for the full amount of the contract (LGC 262.032) within ten (10) days after award of the contract and receipt of performance bond application form. The prescribed Performance Bond Form for non-public works contracts over \$50,000 is found under Attachment J, and is the only form Harris County will accept.
 - c. The Performance Bond, if required, must be submitted within ten (10) days after award and prior to commencement of the actual work. The performance bond shall be in the amount equal to the amount of money to be paid by the County under the contract, unless otherwise stated,

and shall be executed by a surety company authorized to do business in the State of Texas. The performance bond is:

- i. Solely for the protection of Harris County;
 - ii. In the full amount of the contract; and
 - iii. Conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.
2. **Payment Bonds:** A payment bond is required on all public works jobs that exceed \$25,000 (TGC 2253.021), or as required by Harris County. Harris County may require Payment Bonds for other contracts depending on the scope and use of subcontractors. Bidders must furnish payment bond within ten (10) days after award of the contract and receipt of payment bond application form. The prescribed Payment Bond form for public works contracts over \$25,000 is found under Attachment K, and is the only form Harris County will accept.

If the successful Bidder submits a bank cashier's check as guaranty, Harris County may elect to hold the check until all provisions of the Contract have been completed, and/or require Bidder to submit a performance and/or payment bond. The performance and/or payment bond shall be in the amount equal to the amount of money to be paid by the County under the Contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the State of Texas.

If any required performance and/or payment bond forms and related documents are not returned to the Harris County Office of the Purchasing Agent, 1001 Preston, Suite 670, Houston, Texas 77002, within ten (10) days, Harris County has the right to render the award ineffective. Written verification of the validity of the bond shall be received by the Office of the Purchasing Agent from the contractor's surety before any payments will be made.

A bond required by this section must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code). A bond executed for a public work contract with Harris County must be payable to and its form must be approved by Harris County.

A bond required under this section must clearly and prominently display on the bond or on an attachment to the bond:

1. The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
2. The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

D. COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS

The following regulations shall apply to this Contract opportunity. Bidders should refer to Attachment P – *Required Contract Provisions* for more detailed information on the requirements and regulations applicable to this contract opportunity:

1. 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2. 24 CFR Part 570 – Community Development Block Grants
3. Texas Local Government Code Section 262 – Purchasing and Contracting Authority of Counties in Texas
4. Texas Local Government Code Section 271 – Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments
5. Texas Government Code Section 2269 – Contracting and Delivery Procedures for Construction Projects
6. Harris County Purchasing Rules and Procedures Manual (2013)
7. 24 CFR Part 75 – Economic Opportunities for Low- and Very Low-Income Persons, which implements Section 3 of the Housing and Urban Development Act of 1968.
8. Texas Health & Safety Code Section 361.426 – Governmental Entity Preference for Recycled Products

Bidder shall follow all Federal, State, and local laws, rules, codes, ordinances, and regulations applicable to Bidder's services.

Harris County operates its business ethically and in compliance with the law. We ask that any Bidder or Bidder's employee doing business with Harris County who believes he or she has witnessed any suspected ethical violation or fraud immediately report the allegations to:

Chief Assistant County Auditor – Audit Division

713-274-5673

All suspected criminal conduct will be investigated and reported to the District Attorney's Office or an appropriate law enforcement agency. Bidders who report suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any Bidder or Contractor for reporting suspected ethical violations or fraud is strictly prohibited.

In accordance with Texas Government Code 2270.002, Bidder must warrant that it does not boycott Israel and agrees that it will not boycott Israel during the term of this Contract.

E. CONTRACTOR PROFILE

The *Contractor Profile* form (Attachment G) must be completed and submitted by the Successful Bidder, and any of its subcontractors, within fifteen (15) working days of notification as the apparent low bidder.

F. DISQUALIFICATION OF BIDDER

Upon signing its Bid, Bidder certifies that Bidder has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among Bidders. If multiple bids are submitted by a Bidder and after the bids are opened, one of the bids is withdrawn, the

result will be that all of the bids submitted by that Bidder will be withdrawn; however, nothing herein prohibits Bidders from submitting multiple bids for different products or services.

G. E-MAIL ADDRESSES CONSENT

By submission of a bid, Bidder affirmatively consents to the disclosure of its e-mail addresses that are provided to Harris County, the Harris County Flood Control District, the Harris County Appraisal District, or any department or agency of Harris County. This consent is intended to comply with the requirements of the Texas Public Information Act, Texas Government Code Section 552.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Bidder, its employees, officers, and agents acting on Bidder's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this IFB or otherwise.

H. GOVERNING LAW

This IFB is governed by the competitive sealed bidding requirements of 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", the County Purchasing Act, and Texas Government Code Section 2269 et seq., as amended. Where there is a difference in regulation, Harris County shall follow the more stringent regulation and shall require that Bidders comply with all applicable federal, state and local laws and regulations. In the event of any conflict of interpretation of any part of this overall document, Harris County's interpretation shall govern.

Bidder is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris 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. Forum for contractual issues shall be in Texas and venue shall be in Houston, Harris County, Texas, in a federal or state court of competent jurisdiction. The County does not agree to binding arbitration and does not waive its right to a jury trial.

I. FUNDING

Harris County anticipates that all or partial funding for the project subject to this IFB will consist of federal grant funding. The federal agencies providing this funding may include, but shall not be limited to, the U.S. Department of Housing and Urban Development (HUD), the Federal Emergency Management Agency's (FEMA) Public Assistance program, or H.O.M.E. As such, Bidder acknowledges and is responsible for ensuring compliance with the general procurement standards applicable to Contractors, as detailed in Title 2 CFR 200. Any Contract awarded pursuant to this IFB shall include all required Contract clauses in all solicitation and contract awards for services and work associated with this project, and the selected Bidder shall include the applicable clauses in its subcontracts (see 2 CFR 200, Appendix II, Required Contract Clauses).

Bidder must complete and return Attachment L, *Certification of Compliance with Federal Standards & Requirements*, certifying their compliance with and understanding of their responsibility to ensure compliance with federal regulations. Failure to include the signed *Certification of Compliance with Federal Standards & Requirements* document with your bid may cause you to reject the entire bid. Failure to maintain compliance throughout the duration of the project or Contract may be cause to terminate the Contract.

Additionally, any contract entered into by the County that is to be paid in whole or in part from grant funds will be subject to termination for convenience by the County should grant funding become unavailable at

any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract. Such termination will be without liability to the County other than for payment of services rendered prior to the date of termination.

J. SECTION 3 ACT OF 1968 COMPLIANCE

THIS SOLICITATION DOES INVOLVE HUD FUNDING, AND THEREFORE SECTION 3 DOES APPLY.

24 CFR Part 75 requires that for any HUD-funded contract with a value in excess of \$200,000, contractors and subcontractors must comply with the Section 3 Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent, be feasible and consistent with existing Federal, State, and local laws and regulations are directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities to low- and very low-income persons. Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

Contractors must complete and submit the *Section 3 Bid Requirements* (Attachment Q) before contract award and execution. The *Section 3 Bid Requirements* should detail the Contractor's goals to subcontract with Section 3 Business Concerns. Contractors should indicate all firms proposed as subcontractors on this project and whether any of the firms are Harris County DEEO Section 3 Business Concerns. The Harris County DEEO Section 3 Business Concerns Registry can be found on DEEO's Section 3 website at <https://deeo.harriscountytexas.gov/Inclusive-Procurements/Worker-Community-Protection>. Businesses that fit the HUD definition of a Harris County DEEO Section 3 Business Concern and would like to self-perform to comply with Section 3 requirements must submit the Section 3 Self-Certification documentation. At Harris County's discretion, the Subrecipient shall accept the *Harris County Section 3 Business Concern Self-Certification* (Attachment Q). Contractors and subcontractors must include the *Section 3 Clause* (Attachment Q) in every subcontract subject to compliance with regulations in 24 CFR 75.

Upon award, Contractors will also be required to provide all pertinent information related to Section 3 Workers and Section 3 Business Concerns, including but not limited to the self-certification forms, copies of lease agreements, copies of documents evidencing participation in public assistance programs, copies of records as proof of income, and other pertinent documents. Harris County shall monitor and evaluate contractor's and contractor's subcontractors, Section 3 compliance towards achieving the numerical goals relative to Section 3 employment, training, and contracting on a minimum monthly basis throughout the contract period. Contractors and subcontractors shall be responsible for providing quarterly reports in the format requested by Harris County.

K. HUB / MWBE UTILIZATION COMMITMENT

2 CFR 200.321 requires that Contractors take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contractors are required to facilitate Historically Underutilized Business (HUB) and/or Minority & Women-Owned Business Enterprise (MWBE) participation. Affirmative steps must include:

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; and
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.

Contractors must indicate which of their subcontractors will be MWBE using the MWBE Utilization Plan Commitment Form. Contractors must indicate the type of work to be performed by each firm and whether each firm is a HUB / MWBE or non-HUB / MWBE firm. Contractors must include certification or documentation when the Bidder itself, or its subcontractor(s), is HUB-certified by the Texas Comptroller of Public Accounts or the local MWBE office in their jurisdiction. Harris County shall monitor and evaluate Contractors HUB / MWBE compliance throughout the contract period. Upon award, Contractor shall be responsible for providing reports in the format requested by Harris County.

L. HISTORICALLY UNDERUTILIZED BUSINESSES

The State of Texas identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE).

M. NO UNAUTHORIZED CONTACTS

Bidder shall not contact any Harris County personnel or County Board members during this IFB process without the express permission from the Harris County Purchasing Office. Harris County Purchasing may disqualify any Bidder who has made site visits, contacted Harris County personnel or Board Members, or distributed any literature without authorization from Harris County Purchasing.

All correspondence relating to this IFB, from advertisement to award shall be sent to Harris County Purchasing.

N. PUBLIC INFORMATION

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act after the solicitation is completed and contract(s) executed with selected firm(s). Once opened, Bids are public records. There are no exceptions.

When submitting Bids, Bidder must be sure to identify trade secrets or confidential information contained in the Bid or redact confidential information if information is needed to address requirements of the IFB. To the extent permitted by law, Bidders may request, in writing, non-disclosure of confidential data. Such information shall accompany the Bid, be readily separable from the response, and shall be CLEARLY MARKED "CONFIDENTIAL." For those portions identified as confidential by Bidder, Harris County must rely on advice, decisions, and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information.

The County will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY". The County will endeavor to inform the submitter of any request for the disclosure of such information. Under no circumstances, however, will the County be responsible or liable to the

submitter or any other party for the disclosure of any such labeled information. Bidders that indiscriminately identify all or most of their submission as exempt from disclosure without justification may, at the County's discretion, be deemed non-responsive.

The County will not advise as to the nature or content of documents entitled to protection from disclosure under the Texas Public Information Act, including interpretations of the act or the definitions of "Trade Secret," "Confidential," or "Proprietary."

If the County receives a Public Information Act request, prior to withholding any information, Bidder shall be required to execute an express agreement, in a form provided by the County, to indemnify, defend and hold harmless the County in any action to compel disclosure of any withheld material. If the Bidder refuses to sign such an agreement, the County shall have the right to disclose the entirety of the Bid package, regardless of any marking or labeling of material as trade secret, confidential or proprietary. By submitting Bids, the Bidder expressly waives any claims against the County for such disclosure in the absence of an express written indemnification agreement. Bidder shall provide to the County a specific legal basis for each portion of a Bid sought to be withheld from disclosure

O. FISCAL FUNDING

A multi-year lease or lease/purchase arrangement, if identified as a requirement for this IFB, or any resultant contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by Bidder from the using department without penalty of any kind or form to Harris County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of Bidder.

P. MINIMUM EFFECTIVE PERIOD OF BID

All bids are required to remain in effect for at least 120 days from the date of submission. This effective period should be taken into account when preparing the bid.

Q. SUPPLEMENTAL MATERIALS

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect subsequent contract award should be included. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Bid.

R. BRAND NAMES / SUBSTITUTION

Brand names and model numbers that may appear in the documents of this IFB are for reference only and shall serve as an example of functional, design, and/or quality standards and requirements for the product or service identified. It is not the intent of Harris County to restrict bids in such cases, but rather to establish a desired quality or level of merchandise or to meet a pre-established standard due to existing items. Herein, or within the attached specifications, whenever the County has listed a specific brand name, the words "or equal" shall automatically apply thereto. This term "or equal" means that Contractor may propose to provide an alternate product as long as such proposed alternate product, in the opinion of the County, meets the minimum specifications.

If Bidder wishes to provide a different product than the product the County has identified within this IFB, Bidder may propose different products or items within their Bid submission, provided the products or items provide the same essential characteristics and are of equal or better quality. The burden of proof of such rests with Bidders. Harris County shall act as sole judge in determining equality and acceptability of products offered. After opening of bid, but prior to award recommendation, Harris County may require documentation demonstrating equal or superior products as compared to products required.

S. REGULATORY REQUIREMENTS & PERMITS

Bidders awarded pursuant to this IFB shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and codes and shall identify, prepare and/or obtain all licenses, documentation, coordination, testing, inspections, plans, reports, forms, and permits required to provide the services under this IFB and as required by Local, State, and Federal Agencies, Departments, Boards, and Commissions at his/her own expense. Bidder shall be responsible for supplying necessary reports and studies (if applicable) to the agencies as required and provide responses to their comments, as necessary.

T. BUILD AMERICA, BUY AMERICA ACT (BABAA) REQUIREMENTS

DISCLAIMER: THIS SOLICITATION DOES NOT REQUIRE BABAA CERTIFICATION AND THEREFORE BABAA DOES NOT APPLY.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABAA) shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

For FEMA financial assistance programs subject to BABAA, contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the non-federal entity).

VI. SCOPE OF WORK & SPECIFICATIONS

The successful Bidder shall perform the Scope of Work to the extent necessary (a) for the proper execution and completion of the Work under the Contract; (b) to supervise and direct the Work in a safe manner and perform all Work in accordance with the Contract, Applicable Law, Applicable Permits and Industry Standards; (c) to achieve Final Completion of the project; and (d) in conformance with the Contract Documents and the Technical Specifications and such that the Work is in compliance with the Contract, Industry Standards, Applicable Codes, Applicable Laws and Applicable Permits.

The successful Bidder is responsible for identifying, coordinating, and conforming scope, specifications, and recommendations of assigned project(s) to meet legal and regulatory parameters/constraints, codes and applicable requirements set forth by agencies, including, but not limited to the State of Texas, the Texas General Land Office (GLO), Harris County, U.S. Environmental Protection Agency (EPA), the Federal Emergency Management Agency (FEMA), the Texas Commission on Environmental Quality (TCEQ), and any other local codes or agencies as they may apply.

A. BACKGROUND & OBJECTIVES

Harris County is soliciting bids for channel conveyance improvements to Taylor Gully and Woodridge stormwater detention basin for the Flood Control District.

B. SCOPE OF WORK

This project consists of the successful Bidder furnishing all qualified personnel, supervision, labor, services, materials, equipment, facilities, travel, overhead and incidentals necessary for channel conveyance improvements to Taylor Gully for the Flood Control District. The work to be performed by the Bidder shall include, but are not limited to, the following:

The Taylor Gully Channel Improvements (G103-80-03.1-E002) and Woodridge Stormwater Detention Basin (G503-06-00-E003) are located in the San Jacinto Watershed in Harris County and Montgomery County, Texas. The project consists of the construction of a rectangular concrete channel within the existing Taylor Gully earthen channel and construction of a wet bottom detention pond upstream of the existing Taylor Gully channel.

The channel improvement activities involve lowering the existing flowline by approximately 4 feet by excavating 54,085 cubic yards and installing 10,306 linear feet of a 20 foot by 4 foot concrete low flow channel. Work within the channel involves a concrete maintenance access ramp, a 156-foot-long drop structure at the upstream of the channel, a 100-foot-long drop structure at the downstream portion of the channel, and construction of the Rustling Elms Drive bridge. Local stormwater runoff enters the channel by way of approximately twenty-three outfall pipes with headwalls and thirty-nine interceptor structures. The 42-acre detention basin consists of excavating approximately 1,002,639 cubic yards. It is a wet bottom basin with 30 to 65 feet berm widths and backslope swales. Additionally, the detention basin involves the construction of a limestone aggregate maintenance access ramp, a 30-foot-wide bottom shelf, a 52-foot-wide vegetative shelf for wetlands planting, and a wet pool 6 feet deep. An adjacent wet bottom pond exists east of the proposed basin and allows stormwater runoff to enter the basin by way of two inflow-outflow culverts.

Bidder may receive input from the County and shall take such input under advisement. When applicable, Bidders should refer to the *Project Manual, Drawings, Report Files, and Bid Schedule – Pricing Form* for further details and information.

C. STANDARDS & SPECIFICATIONS

When applicable, Standards and Specifications required under this IFB are included under the *Standards & Specifications* attachment.

Bidders may download the *Standards & Specifications*, when available, from Bonfire at <https://harriscountytexas.bonfirehub.com/portal/>.

D. PLANS & DRAWINGS

When applicable, Plans and Drawings pertinent to this IFB are included under the *Plans & Drawings* attachment.

Bidders may download the drawings, blueprints, plans, and/or maps for this project from Bonfire at <https://harriscountytexas.bonfirehub.com/portal/>. Do NOT include the drawings from this IFB package with your submittal.

E. HARRIS COUNTY GENERAL CONDITIONS

All Bidders completing labor, building or public construction, or any related work of any kind are obligated to comply with all requirements under the *General Conditions* attachment.

Bidders may download the *General Conditions*, when available, from Bonfire at <https://harriscountytx.bonfirehub.com/portal/>.

F. WORK STANDARDS

It is the responsibility of the Bidder to ensure that each worker provided by the Bidder shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Bidder to be performed in a workmanlike, skillful, and competent manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, Harris County (and/or, if applicable, any city jurisdiction therein in which work will be performed), and/or the State of Texas, and/or any applicable Federal laws, codes, and regulations.

VII. CONTRACT REQUIREMENTS & PAYMENT

The following Contract terms and payment requirements shall apply to the work intended to be awarded pursuant to this IFB. The term “Contractor” shall mean and refer to the successful Bidder. To the extent that any of the Contract terms contained in this Section conflict with the Specifications, Standards, Plans, General Conditions, or Federal provisions applicable to the Project, the more stringent requirement shall govern.

A. CONTRACT PROVISIONS

The federal regulations and standards applicable to the required work are set forth in Attachment P, *Required Contract Provisions*, and incorporated herein as part of this IFB. The Contractor shall be required to comply with the federal terms and conditions under the *Required Contract Provisions*, which shall apply to and govern all work and services provided under the Contract. Any Contractor awarded a contract as a result of this IFB will be required to sign a contract containing the County’s contract provisions, which adhere to and include, but are not limited to, all required federal contract provisions as required of any federally-funded work. These provisions shall be substantially as they appear in Attachment P, *Required Contract Provisions*.

In accordance with 2 CFR 200.326, contracts executed by Harris County which are funded in whole or in part by federal grant monies shall contain the applicable provisions described in 2 CFR Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

B. NOTICE TO PROCEED

The Contractor shall not commence work under the Contract without a Harris County Notice to Proceed, and a purchase order signed by an authorized agent of the Harris County Purchasing Department.

C. TIME FOR COMPLETION & LIQUIDATED DAMAGES FOR DELAY

1. The Contractor shall commence work under the Contract on the date to be specified within the Notice to Proceed form issued by the County, and shall fully complete all work thereunder within five hundred fifty two (552) consecutive calendar days from said date. The Contractor shall meet any deadlines or schedules required for the work.

NOTE: Any Bidder that may have any concerns pertaining to the noted five hundred fifty two (552) consecutive calendar days may bring this up at the pre-bid Conference.

Normal working hours shall be Monday through Friday, 8:00 AM to 5:00 PM (CST). All other working hours require pre-approval, in the County's sole discretion. The Contractor shall be required to provide a minimum five (5) working days for approval and planning of any request for work windows outside normal working hours.

2. *Time is of the essence* of each and every provision of the Contract. If the Contractor fails to acceptably complete the Contract work within the time specified, including any properly authorized extension(s), the County will be damaged and will suffer financial loss. The exact amount of damage is, and will be, difficult of exact ascertainment. Accordingly, instead of requiring any such proof, the County and the Contractor agree that the Contractor will pay the County the sum of **\$5,000** for each and every calendar day of delay in completing the Contract work beyond the time prescribed for completion the work, as Liquidated Damages and not as a penalty or forfeiture.

The Contractor specially binds and obligates itself to pay such Liquidated Damages to the County on demand, or at the County's option the County may withhold the amount thereof from any sums due the Contractor under this Contract.

D. PAYMENT PROVISIONS

The sum of the payments due to the Contractor is limited to the amount of money stated in the Contract. Any products provided, or services rendered, in excess of this amount will be at the Contractor's expense and not payable by Harris County. No alterations, substitutions or extra charges of any kind will be permitted. Merchandise may not be billed at a price higher than is stated on the order. Contractors cannot include federal excise, state or city sales tax. Pursuant to Texas Tax Code Section 151.309, as amended, Harris County is exempted from sales and use taxes.

E. INVOICING PROCEDURES

Offerors shall submit all invoices to VendorInvoices@hctx.net. All invoices shall include submission requirements stated in the specifications including completed certified payroll records and lien waivers. Payment terms are "Net 30" from date the invoice is received by the Auditor's Office – Accounts Payable Department; therefore, payment to the Contractor may take up to one (1) month from the date the invoice is initially approved by the Harris County using department and received in Accounts Payable. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Payment shall be in accordance with Harris County's Policy for Payment.

For prospective vendors downloading this IFB from Bonfire at <https://harriscountytexas.bonfirehub.com/portal/>, the Harris County Policy for Payment may also be picked up between 7:30 a.m. and 4:30 p.m., Monday through Friday at the Office of the Purchasing Agent, 1111 Fannin Street, 12th Floor, Houston, TX.

F. RETENTION

The County may retain up to 20% of the funds pending a supplemental inspection in no fewer than thirty (30) days. Following a satisfactory supplemental inspection, the retainage will be paid to the Contractor upon availability of grant funds following the final thirty (30) day inspection.

If any problems are identified in this supplemental inspection, the County shall notify the Contractor to come back and correct the same within a reasonable amount of time, not to exceed two (2) weeks after notification by the County. Should the Contractor fail to do so, the County will not disburse the retainage and may take any necessary legal recourse, and the Contractor will be barred from performing any more work for the County. In addition, should the Contractor be doing other work for the County and fails to correct any warranty problems, no other payments will be made to him/her until such problems are corrected.

G. PROGRESS PAYMENTS

The provisions of this section shall only apply if progress milestones have been specified for the work.

1. If progress milestones have been specified, then payments for the work will be made as the requirements of such progress milestones are met. Progress payments for the work will be made by County upon proper application by Contractor during the progress of the work and according to the terms of payment as specified. Contractor's progress billing invoice will include progress payments due for the original scope of work and changes. Each item for payment shown in any County schedule for the project and each change order will be itemized on the invoice.
2. Payments otherwise due may be withheld by County on account of defective work not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Contractor to make payments properly to its subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the contract, or to protect County against any liability arising out of Contractor's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, County may remove them at Contractor's expense.
3. Payment of the final progress milestone payment or any retention will be made by County upon:
 - a. Submission of an invoice for satisfactory completion of the requirements of a progress milestone as defined in any applicable County schedule, and in the amount associated with the progress milestone;
 - b. Written acceptance of the work by County;
 - c. Delivery of all drawings and specifications, if required by County;
 - d. Delivery of executed full releases of any and all liens arising out of the contract; and
 - e. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.
4. If any person refuses to furnish an actual release or receipt in full, Contractor may furnish a bond satisfactory to County to indemnify County against any claim or lien at no cost to County.
5. Acceptance by Contractor of payment of the final progress milestone payment by County will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Contractor then has, or can subsequently acquire against County, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of the

contract. However, payment for the final progress milestone by the County will not constitute a waiver, release or discharge of any claims or demands which County then has, or can subsequently acquire, against Contractor, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of the contract.

H. PAYROLL SUBMISSION

If Davis-Bacon or Prevailing Wages are applicable to the Project, original Weekly Certified Payrolls in the format required by Harris County must be submitted by all contractors, and subcontractors as applicable, on a weekly basis to Harris County. The Prime Contractor is responsible for all subcontractor payroll submittals. All contractors and subcontractors are to make available copies of cancelled checks and check stubs for comparison, if requested by Harris County.

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. The Statement of Compliance is found on page 2 of the WH-347 form, and additional certifications of compliance may be required by Harris County. Any Statement of Compliance is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

I. WAGE & LABOR COMPLIANCE

If Davis-Bacon or Prevailing Wages are applicable to the Project, the U.S. Department of Labor Wage Rate poster must be displayed in a location that all workers have easy access and remain in place at all times until the project is complete. Harris County reserves the right to visit the job site and to interview any employees on any given date or time during the conduct of the work without prior notification.

Harris County may require the posting, utilization, and/or submission of the following forms or documents to verify compliance with Davis-Bacon, Prevailing Wages, and other labor requirements, which may include, but are not limited to, the following:

- DBRA Wage Rates – This reflects proper minimum hourly compensation, including fringe benefits, which is owed workers by all contractor/subcontractor for this project. Prime Contractors are required to post these wage rates at the job site visible to all workers.
- Equal Employment Opportunity is the Law (EEO) Poster – This poster will be provided by Harris County to Contractor, and must be posted at the job site in an area visible to all workers.
- Employees Rights Under Davis-Bacon Act Poster– This poster will be provided by Harris County to Contractor and must be posted at the job site accompanied by the wage rates, which shall be visible to all workers.
- Quarterly Employment Data Report – This report shall be provided by Harris County to Contractor and must be submitted by all contractors / subcontractors whose contracts and subcontracts exceed \$10,000.00 regardless of the nature and duration of contract.
- LCP Tracker / Weekly Certified Payrolls – Harris County shall dictate the format and frequency required of contractors / subcontractors when completing certified payrolls, which must be

submitted for each week during the course of the project within five (5) working days after the end of the weekly payroll period.

- Project Sign – Harris County shall provide Contractor with the Project Sign requirements, if applicable, including language, formatting, size, and other specifications to be used when preparing and installing the required project sign(s).
- Daily Work Logs – Harris County may require submission of Daily Work Logs from the Contractor for each day during the course of the project with the corresponding Pay Request.

Harris County will ascertain that the proper wage rates are being paid to the employees in accordance with the contract documents. The Prime Contractor shall not allow work requiring a license to be performed by a worker who does not have the proper license. The Prime Contractor shall require, and shall require all its subcontractors and lower tier subcontractors, that workers carry their license upon their persons while performing work on the Project and that such persons produce their licenses to the Harris County representative upon request. Should work requiring a license be performed by an unlicensed person despite the prohibitions of this paragraph, that person must be paid the required wage rate applicable for a licensed craftsman performing such work pursuant to the issued DBRA Wage Decision for this Project. Harris County will not recognize a worker that holds a journeyman's license in a trade as eligible for pay as an apprentice rate for work in that trade.

Apprentices may be used in any of the crafts listed in the Wage Decision, if they are currently certified in a program recognized by the Office of Apprenticeship Training, U.S. Department of Labor, providing the proper ratio between journeyman and apprentice is observed. Apprenticeship certification certificates must be supplied with the first weekly payroll upon which the apprentice's name appears. If they are not certified as an apprentice, they must be paid as a journeyman and used as an apprentice.

In the event of discrepancy between the services performed and the wages paid, it will be documented and the Prime Contractor will be so notified. Harris County reserves the right to withhold any payment due the Prime Contractor until such discrepancy is resolved and the necessary adjustment made.

In addition to these wage rates, Contractors must separately comply with Harris County's Minimum Wage Policy [\[see link\]](#) and pay all workers on county projects at least Harris County's Contractor Minimum Wage (currently \$21.65/hour). Every worker on a Harris County construction project will make at least the higher of the Harris County Minimum Wage or their applicable Prevailing Wage.

J. PROMPT PAYMENT POLICY

It is the policy of the County to process contract payments efficiently and expeditiously. Pursuant to Texas Government Code 2251.021, Harris County shall ensure payments are made within 30 days of receipt of goods and/or services under the contract and after proper submission of an invoice. Payment shall be made within the 30 day time-period, provided there are not disputes between the County and the Vendor, Contractor, Subcontractor, or Supplier about the goods delivered or the service performed that causes the payment to be late; the terms of a federal contract, grant, regulation, or statute prevent the governmental entity from making a timely payment with federal funds; and/or that the invoice is not submitted in strict accordance with any instruction in the Contract relating to the payment.

A Contractor that receives a payment from Harris County must pay its subcontractor the appropriate share of the payment not later than the 10th day after the date the Contractor receives the payment. The appropriate share is overdue on the 11th day after the date the Contractor receives the payment.

K. CHANGE ORDERS

Without invalidating the Contract, changes may be made to the plans or specifications, or to decrease or increase the quantity of Work to be performed or of materials, equipment, or supplies to be furnished, pursuant to change orders executed in accordance with the procedures set forth in the General Conditions applicable to this Contract.

L. COST PLUS CONTRACTING PROHIBITED

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Harris County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable.

This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

M. INFORMATION SECURITY

1. Definitions

“Breach of Security” or “Breach” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“Personal Identifying Information” or “PII” means information that alone, or in conjunction with other information, identifies an individual, as defined at Tex. Bus. & Com. Code § 521.002(1).

“Sensitive Personal Information” or “SPI” means the information categories listed at Tex. Bus. & Com. Code § 521.002(2).

2. Security and Privacy Compliance

- a. Contractor shall keep all PII and SPI received or generated under the Contract and any documents related thereto strictly confidential.
- b. Contractor shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- c. Contractor shall implement administrative, physical, and technical safeguards to protect PII and SPI that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity

Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.

- d. Harris County shall legally bind any contractors and their subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Contractor shall ensure that the requirements stated herein are imposed on Contractor's subcontractor(s).
 - e. Contractor shall not share PII or SPI with any third parties, except as necessary for Contractor's performance under the Contract.
3. Data Ownership
- a. Upon termination of the Contract, Contractor shall promptly return to Harris County all Harris County-owned data possessed by Contractor and its employees, agents, or contractors, including any subcontractor. Contractor shall retain no copies or back-up records of Harris County-owned data. If such return is infeasible, as mutually determined by Harris County and Contractor, with respect to Harris County-owned data, Contractor shall limit any further use and disclosure of Data to the purposes that make the return of Harris County-owned data infeasible. In lieu of the requirements in this Section, Harris County may direct Contractor to destroy any Harris County-owned data in Contractor's possession. Any such destruction shall be verified by Contractor and Harris County.
4. Data Mining
- a. Contractor agrees not to use PII or SPI for unrelated purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by Harris County in the Contract or any document related thereto.
 - b. Contractor agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of PII or SPI occurs.
5. Breach of Security
- a. Upon discovery of a Breach of Security or suspected Breach of Security by the Contractor, Contractor agrees to notify Harris County as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery.
 - b. Contractor agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
6. Right to Audit
- a. Upon the Harris County's request and to confirm Contractor's compliance with this Appendix, Contractor grants Harris County permission to perform an assessment, audit, examination, investigation, or review of all controls in the Contractor's, or any of Contractor's contractors, including any subcontractor's, physical and/or technical environment in relation to PII or SPI. Contractor agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports PII or SPI. Contractor shall ensure that this clause

concerning the Harris County's authority to assess, audit, examine, investigate, or review is included in any subcontract it award.

N. REMEDIES & LIQUIDATED DAMAGES FOR CERTAIN BREACHES

1. As authorized by 41 U.S.C. 1908, in instances where Contractors violate or breach contract terms, Harris County is authorized to impose administrative, contractual, or legal remedies which may provide for sanctions and penalties as appropriate.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of the Contract, Harris County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Harris County may have in law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Harris County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

2. Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Harris County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.
3. In addition, in accordance with Attachment P, *Required Contract Provisions*, liquidated damages may be applied for certain other breaches of the Contract, which may be withheld from amounts due on the Contract.

Any and all moneys collected by the Contractor as liquidated damages from its Subcontractors for any breaches in accordance with Attachment P shall be paid by the Contractor to the County. In each subcontract for Work, the Contractor shall include a provision expressly giving the County a right of action against the Subcontractor in the event such Subcontractor fails to pay any liquidated damages determined to be due and owing thereunder.

Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the County's right to indemnification, or the Contractor's obligation to indemnify the County, or to any other remedy provided for in this Contract or by Law.

The County may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the County, the Contractor shall be liable to pay the difference.

O. TAXES

Harris County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harris County claims exemption from all sales and/or use taxes under Texas Tax Code 151.309, as amended.

P. INSPECTION

Harris County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the Contract.

The County has the right to inspect and test all items and services called for by the Contract, to the extent practicable at all times and places during the term of the Contract, which may include inspection of work in progress and wherever work is being conducted. The County shall perform inspections and tests in a manner that will not unduly delay the work.

When work is nearing completion, the Contractor shall notify the County of a specific date when the job will be ready for a final inspection. The purpose of the final inspection is to guarantee that all work called for in the Contract has been completed according to specification. If progress inspections were conducted often enough to make mid-course corrections, the final inspection should only need to catch those items which have been done since the last inspection. The final inspection will be as thorough and deliberate as the initial inspection.

If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, the County may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the County that is directly related to the performance of such service or (2) terminate the contract for default.

Q. SAFETY

It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of County residents and staff, the Contractor's staff, subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations.

The Contractor shall be entirely responsible for security and safety at the Site until it is turned over to the County. The Contractor shall comply with all Safety Guidelines and all laws of any governmental authorities for the safety of persons or property. Hazardous Materials may not be used without prior notice to, approval from, and coordination with the County. Contractor shall be responsible for any Hazardous Materials brought to the Site by Contractor, Subcontractors, suppliers or anyone else for whom Contractor is responsible. Contractors shall dispose of all Hazardous Materials in accordance with all applicable laws and Safety Guidelines relating to disposal of Hazardous Materials. Notwithstanding anything herein to the contrary, asbestos, asbestos containing products or polychlorinated biphenyl (PCB) shall not be allowed on the Site nor be used in the Work.

R. HAZARDOUS MATERIALS

Materials used in the project shall be free of hazardous materials, except as may be specifically provided for in the specifications.

S. SUPERVISION

The Contractor shall provide competent management for the Project, approved by County, who shall be at the Site (if applicable) and working on the Project for direction, coordination, sequencing and all other required activities, for the entire duration of and until final acceptance of the work. The approved manager or superintendent shall not be discontinued (except upon Final Completion of the Project or in the event of his or her termination of employment or disability or if the County requests a replacement to resolve incompatible working relationships) and no new individual shall be designated without prior approval of the County.

T. STAFFING REQUIREMENTS

Contractor, upon award, shall make reasonable effort to maintain stability of the staff assigned to the Project to prevent the departure of the most productive and expert resources from the Project. Contractor shall provide the County with at least 30 days' notice of any change in key personnel or staff assigned to the Contract. Personnel shall be removed from the Project upon request by the County.

U. DEBRIS / SITE CLEANUP

For any work or services which involve construction or public work, the Contractor and/or its subcontractors is responsible for cleaning all work areas daily and at the end of the work day. Contractor shall keep worksite clear of all work-generated debris which may endanger the safety of others, including the public. All work areas must be kept sanitary and clean of any trash. Debris from work must be removed from living areas. The Contractor and/or its subcontractors must examine the work area and determine any unsuitable work condition. Any required removal or replacement of this work caused by unsuitable conditions will be just cause for the Contractor to bear the expense. Notice of unsuitable conditions shall be brought to the County's attention in written form.

V. SUBCONTRACTORS

Harris County must approve the actual subcontractors prior to their use. Bidder must verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal ID tax number, debarment status, and state licensing requirements. Contractor assumes responsibility for the performance of the subcontractor; therefore, Bidder is urged to closely scrutinize subcontractors. If a subcontractor is found to be ineligible after award of a contract, the contract shall be immediately terminated and the matter reported to HUD.

W. INSURANCE

Contractor performing services under the contract awarded pursuant to this IFB must provide the types and amounts of insurance specified in the *Minimum Insurance Requirements*, included as Attachment M. All construction contractors and construction subcontractors performing services under this contract shall also provide the types and amounts of insurance set forth in the *General Conditions* attachment, when applicable. Contractor is advised to carefully review such insurance requirements. All insurance must provide coverage for work on residential properties. By submitting a bid, Contractor acknowledges that it has reviewed the insurance provisions and takes no exceptions to the insurance requirements.

Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies **or** subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate.

Refer to Attachment M for more information on *Minimum Insurance Requirements*.

X. WAIVER OF SUBROGATION

Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harris County as an indirect party to any suit arising out of personal or property damages resulting from Contractor's performance under this agreement.

Y. WORKERS' COMPENSATION INSURANCE COVERAGE RULE 110.110

Contractor must comply with this requirement which is applicable for any building or construction contract – see the *Workers' Compensation Insurance Coverage Rule 110.110* under Attachment N for more detail.

Z. TOLL / PARKING FEES

Any and all toll/parking fees incurred by the Contractor(s) during the term of this contract will be the responsibility of Contractor.

AA. COLOR SELECTION

Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, NOT colors which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If Contractor fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

BB. RECYCLED MATERIALS

Harris County encourages the use of products made of recycled materials that are EPA-designated items and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity, quality, and reasonableness of cost. Harris County will be the sole judge in determining product preference application. Information about this requirement and a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

CC. MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", Contractor must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Contractor shall furnish this documentation for any material proposed within Contractor's bid subject to the Act.

DD. FAILURE TO COMPLY

Failure to comply with any part of the provisions shall constitute a material breach of the Contract. The event of such a breach may result in compensation being withheld or suspended, termination of the Contract, or suspension or debarment of the Contractor. The Contractor shall also be liable for all damages available under 2 CFR Part 200 and statutes and regulations related to the formation and execution of the Contract.

EE. TERMINATION

1. **Termination for Convenience.** This Contract may be Terminated for Convenience due to reasons known to Harris County, i.e., program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. This type of termination is utilized when the Contractor is not in violation of the contract terms and conditions. Harris County may terminate this contract without Cause upon thirty (30) days written notice.
2. **Termination for Cause.** This Contract may be Terminated for Cause due to actions by the Contractor, i.e., failure to perform, financial difficulty, slipped schedules, etc. In certain instances, the termination settlement may include reprocurement costs to be paid by the Contractor. Harris County reserves the right to terminate this Contract for default if Contractor breaches any of the terms herein, including warranties of Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of Termination is in addition to and not in lieu of any other remedies which Harris County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Harris County's satisfaction and/or to meet all other obligations and requirements.
3. **Termination for Health and Safety Violations.** Harris County shall terminate this contract immediately without prior notice if Contractor fails to perform any of its obligations in this Contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

FF. CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be incumbent upon the successful Bidder to continue services, if requested by Harris County Purchasing, until new services can be completely operational. Bidder acknowledges its responsibility to cooperate fully with the replacement Bidder and Harris County to ensure a smooth and timely transition to the replacement Bidder. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. Bidder shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Harris County. During any transition period, all other terms and conditions of the agreement shall remain in full force and effect as originally written.

GG. SUBSTANTIAL COMPLETION

Substantial Completion of the required Work shall occur when, in the sole determination of the County, all of the applicable conditions set forth below have been satisfied:

1. Contractor has submitted written certification to the County that the project, or designated portion of project, is substantially complete, and requests a final inspection. Upon receipt of written request that project is substantially complete, the County will proceed with inspection within 10 days of receipt of request or will advise the Contractor of items that prevent the project from being designated as substantially complete.
2. Contractor has obtained and delivered to the County:

- a. the required written approval of any agency having jurisdiction over the work (if applicable), and
 - b. all certificates of inspection for the work (if applicable).
3. Contractor has completed all training sessions required by the County for equipment and/or systems installed for the Project (if applicable).
 4. All utilities specified or required under the Contract are connected and function properly.
 5. When work is determined to be substantially complete, the County will prepare a list of deficiencies (“Punch List”) to be corrected before Final Acceptance. The County will issue a Letter of Substantial Completion. If work is not determined to be substantially complete, the County will notify the Contractor in writing. After completing work, the Contractor shall resubmit certification and request a new final inspection. Contractor and the County must agree in writing upon the Final Punch List and the date for Final Acceptance of all required work, including completion of all Punch List items, or, if they are unable to agree, the County shall prepare and issue in writing to the Contractor the Final Punch List and the date of Final Acceptance.
 6. All work, except the items on the Final Punch List as approved by the County’s Representative, is complete in all respects and is in compliance with the Contract to the satisfaction of the County’s Representative.
 7. Alternatively, Substantial Completion shall occur on any date certified by the County, who shall have discretion to waive any of the foregoing conditions.

HH. PUNCH LIST

In cases of construction projects, the County shall develop a Punch List toward the end of the job. A punch list is a listing of items written as specifications, which constitute the work necessary to complete the contract. The punch list will represent work yet to be done, not additional work over and above the original or amended contract. Once the punch list has been prepared, no other work items are expected of the Contractor. If the punch list contains more than ten (10) items, the Contractor is not ready for a final inspection.

Upon completion of the inspection, the County shall issue a punch list indicating any items that must be addressed. If any of the services do not conform to Contract requirements, the County may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the County may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

II. ACCEPTANCE

Upon completion but prior to the Acceptance of the work by Harris County, the Contractor shall submit, if applicable, a written statement of substantial compliance sealed by a professional engineer licensed in the State of Texas. The written statement of substantial compliance must acknowledge that all construction materials and operations used in the project were tested and inspected and that they comply with all the specifications applicable to the project. After all items on the Punch List (if applicable) have been satisfactorily completed, and all warranties issued, the project can be brought to final resolution. Depending

on the project, the County may require written documentation that the work has been inspected and Accepted.

Final inspection and Acceptance of all work performed, reports and other deliverables will be performed by the County or its designee. The basis for Acceptance shall be compliance with the requirements and other terms and conditions of the Contract. Deliverable items that are rejected shall be corrected in accordance with applicable clauses.

JJ. TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to Harris County until Harris County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Contractor is advised to consult Harris County Purchasing for instructions. The place of delivery shall be as directed by the County.

KK. WARRANTIES

Contractor shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Contractor may not limit or exclude any implied warranties. Contractor warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (“OSHA”). In the event product does not conform to OSHA Standards, where applicable, Harris County may return the product for correction or replacement at Contractor’s expense. If Contractor fails to make the appropriate correction within a reasonable time, Harris County may correct at Contractor’s expense.

Labor, materials, and equipment furnished under the Contract shall be of the type and quality required by the Scope of Work and Contract, new (unless otherwise required or permitted by the Contract) and installed in a good and workmanlike manner and otherwise in accordance with the Contract. Contractor shall use sound construction principles and practices in the performance of the work; apply to the work a high degree of skill, care, judgment and supervision to assure that the work is performed properly and in accordance with the Contract; and ensure the work will be free from defects not inherent in the quality required or permitted.

All work performed by the Contractor shall be guaranteed for a period of **one (1)** year. Such warranty will be stipulated in the Contract between the Contractor and the County. For a period of one (1) year, the County may require the Contractor to correct defects or problems arising from his or her work under this Contract. Should the Contractor fail to do so, the County may take any necessary legal recourse as prescribed in the Contract. A reasonable amount of time will be given to correct the problem; however, in no case will such time exceed two weeks for Contractor to respond.

LL. SEALS, LOGOS, AND FLAGS

Contractor shall not use any Federal, State, or local government agency seal, logo(s), crest, or reproduction of flags or likeness of agency officials without expressed, specific agency pre-approval in writing.

MM. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of

specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item.

NN. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

VIII. ATTACHMENTS


- Attachment A – Bid and Addenda Acknowledgement
- Attachment B – Bid Schedule - Pricing Form
- Attachment C – Certification Regarding Lobbying
- Attachment D – Statement of Bidder Qualifications
- Attachment E – Subcontractor Listing Form
- Attachment F – References
- Attachment G – Contractor Profile
- Attachment H – Bid Check Return Authorization Form
- Attachment I – Performance Bond for Public Works Contracts over \$100,000
- Attachment J – Performance Bond for Non-public Works Contracts over \$50,000
- Attachment K – Payment Bond
- Attachment L – Certification of Compliance with Federal Standards & Requirements
- Attachment M – Minimum Insurance Requirements
- Attachment N – Workers’ Compensation Insurance Coverage Rule 110.110
- Attachment O – Davis Bacon Current Wage Decision
- Attachment P – Required Contract Provisions
- Attachment Q – Section 3 Bid Requirements
- Attachment R – Standards & Specifications
- Attachment S – Drawings
- Attachment T – General Conditions

- Attachment U – Project Manual
- Attachment V – Project Sign
- Attachment W – GLO Compliance Package
- Attachment X – American Rescue Plan of 2021 (“ARPA”)
- Attachment Y – Pre-Award Risk Questionnaire (Subrecipients)
- Attachment Z – Harris County Minimum Wage Policy and Certification
- Attachment AA – Report File - SWPPP
- Attachment BB – Non-HUB MWBE Goal Participation Information Packet
- Attachment CC – Non-HUB MWBE Utilization Plan Commitment Form
- Attachment DD – MWBE Trucking Procedure Compliance Packet
- Attachment EE – Build America, Buy America (BABAA) Self-Certification Form
- Attachment FF – Heat Protection Safety Requirements
- Attachment GG – Report File – Geotechnical Investigation
- Attachment HH – Report File – Geotechnical Report

Attachment A BID & ADDENDA ACKNOWLEDGEMENT

Addenda Acknowledgement

As required by this solicitation, the undersigned Bidder hereby acknowledges receipt of all Addenda through and including:

<u>Addendum Number</u>	<u>Dated</u>	<u>Signature</u>
No. 1	02/12/2026	
No. 2	02/18/2026	

No addenda were received

Bid Acknowledgement

Handwritten ink and electronic signatures are acceptable by a corporate officer, partner, or proprietor:

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same construction, service, or material and is in all respects fair and without collusion or fraud. I am authorized to sign this bid for the Bidder and agreed to abide by all conditions of this Invitation for Bid and certify that I have read and understand the bidding documents in their entirety. In signing this Acknowledgement, I attest that under this Bid I shall provide the goods and/or services requested in this Invitation for Bids according to the published provisions of this IFB. I confirm the Pricing provided to the County under this IFB and certify that all statements made are true, complete and correct.



Authorized Signature

2/20/26

Date

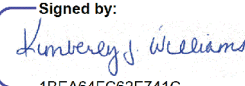
Authorized Representative Name (First & Last): Ben Fraser

Company Name: Brice Construction & Design, LLC

Company Address: 16826 N. Eldridge Pkwy, Tomball, Tx 77377

Bidder DUNS Number: 004324081

Telephone: (206) 966-9477 Fax: N/A e-mail: Ben.Fraser@bricecd.com

FOR INTERNAL USE Accepted by: <u></u> <small>1BEA64FC62E741C...</small> HARRIS COUNTY JUDGE LINA HIDALGO	Signed by: _____ Date: <u>3/13/2026</u>
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Attachment B
BID SCHEDULE / PRICING FORM

PRICING

Bid Schedule / Pricing Form (BidTable) is available and submitted online through Bonfire at: <https://harriscountytexas.bonfirehub.com/portal/>.

Bidder must provide pricing in the units requested within this IFB. Any quantities provided are based on estimates, and Bidder acknowledges that Harris County may require more or less. Where unit pricing and extended pricing differ, unit pricing governs.

Prices for all goods and/or services shall be firm for the duration of this contract. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typed. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the successful Bidder and included in the Bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

MAINTENANCE

If applicable, maintenance required for equipment proposed should be available in Harris County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Bid Schedule / Pricing Form. If Harris County opts to include maintenance, it shall be so stated in the Scope of Work and resulting contract, and said cost shall be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly, if applicable.

Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Section Title	Spec Item No	ID	Description	Unit of Measure	Estimated Quantity	Numeric	
									Unit Price	Total Price
Success: All values provided	Bid	#0-1	G103-80-03.1-E002	01141-04	1141	ALLOWANCE - UTILITY COORDINATION	LS	1	\$ 12,000.00	\$ 12,000.00
Success: All values provided	Bid	#0-2	G103-80-03.1-E002	01506-01	1506	DIVERSION PUMPING, FOR SANITARY SEWER INSTALLATIONS (PLANS)	LS	1	\$ 5,700.00	\$ 5,700.00
Success: All values provided	Bid	#0-3	G103-80-03.1-E002	01531-01	1531	PROVIDE AND INSTALL TEMPORARY ACCESS MATS (1565)	EA	700	\$ 20.00	\$ 14,000.00
Success: All values provided	Bid	#0-4	G103-80-03.1-E002	01531-02	1531	REMOVE AND DISPOSE OF TEMPORARY ACCESS MATS (1565)	EA	700	\$ 30.00	\$ 21,000.00
Success: All values provided	Bid	#0-5	G103-80-03.1-E002	01555-01	1555	TRAFFIC CONTROL (02767)	LS	1	\$ 23,000.00	\$ 23,000.00
Success: All values provided	Bid	#0-6	G103-80-03.1-E002	01562-01	1562	CONSTRUCTION FENCE	LF	3000	\$ 2.50	\$ 7,500.00
Success: All values provided	Bid	#0-7	G103-80-03.1-E002	01562-02	1562	CONSTRUCTION FENCE, TEMPORARY CHAIN LINK (PLANS)	LF	2450	\$ 15.00	\$ 36,750.00
Success: All values provided	Bid	#0-8	G103-80-03.1-E002	01566-11	1566	TREE PROTECTION FENCING (CHAIN LINK)	LF	7160	\$ 15.00	\$ 107,400.00
Success: All values provided	Bid	#0-9	G103-80-03.1-E002	02120-01	2120	REMOVE & DISPOSE OF ROADWAY PAVEMENT AND SUBGRADE	SY	1240	\$ 19.00	\$ 23,560.00
Success: All values provided	Bid	#0-10	G103-80-03.1-E002	02120-03	2120	REMOVE & DISPOSE OF CONCRETE RUBBLE AND CONCRETE STRUCTURES	CY	2736	\$ 31.00	\$ 84,816.00
Success: All values provided	Bid	#0-11	G103-80-03.1-E002	02120-04	2120	REMOVE & DISPOSE OF ALL PIPE (01565)	LF	3986	\$ 16.00	\$ 63,776.00
Success: All values provided	Bid	#0-12	G103-80-03.1-E002	02120-05	2120	REMOVE & DISPOSE OF CONCRETE CHANNEL LINING	SY	6651	\$ 19.00	\$ 126,369.00
Success: All values provided	Bid	#0-13	G103-80-03.1-E002	02120-29	2120	REMOVE & DISPOSE OF CONCRETE BOX CULVERT, ALL SIZES (01565)	LF	95	\$ 58.00	\$ 5,510.00
Success: All values provided	Bid	#0-14	G103-80-03.1-E002	02120-08	2120	REMOVE & DISPOSE OF METAL GUARD FENCE (01565)	LF	280	\$ 6.00	\$ 1,680.00
Success: All values provided	Bid	#0-15	G103-80-03.1-E002	02120-09	2120	REMOVE & DISPOSE OF TIRES <= 16 (01565)	EA	20	\$ 5.00	\$ 100.00
Success: All values provided	Bid	#0-16	G103-80-03.1-E002	02120-10	2120	REMOVE & DISPOSE OF TIRES > 16 (01565)	EA	20	\$ 5.00	\$ 100.00
Success: All values provided	Bid	#0-17	G103-80-03.1-E002	02120-19	2120	REMOVE & DISPOSE OF STORM SEWER MANHOLE (01565)	EA	15	\$ 885.00	\$ 13,275.00
Success: All values provided	Bid	#0-18	G103-80-03.1-E002	02120-21	2120	REMOVE & DISPOSE OF SANITARY SEWER PIPE (01565)	LF	4826	\$ 5.00	\$ 24,130.00
Success: All values provided	Bid	#0-19	G103-80-03.1-E002	02120-23	2120	REMOVE & DISPOSE OF INLET (01565)	EA	20	\$ 850.00	\$ 17,000.00
Success: All values provided	Bid	#0-20	G103-80-03.1-E002	02120-24	2120	REMOVE & DISPOSE OF WATER LINE (01565)	LF	4727	\$ 5.00	\$ 23,635.00
Success: All values provided	Bid	#0-21	G103-80-03.1-E002	02120-25	2120	REMOVE & DISPOSE OF STORM SEWER OUTFALL (01565)	LF	4300	\$ 22.00	\$ 94,600.00
Success: All values provided	Bid	#0-22	G103-80-03.1-E002	02120-26	2120	REMOVE & DISPOSE OF DRIVEWAYS AND SIDEWALKS (01565)	SY	116	\$ 14.00	\$ 1,624.00
Success: All values provided	Bid	#0-23	G103-80-03.1-E002	02120-33	2120	DISMOUNT RIM (IF ATTACHED TO TIRE), ALL DIAMETERS (01565)	EA	40	\$ 3.00	\$ 120.00
Success: All values provided	Bid	#0-24	G103-80-03.1-E002	02120-68	2120	REMOVE AND DISPOSE OF CHAIN LINK FENCE	LF	9970	\$ 3.00	\$ 29,910.00
Success: All values provided	Bid	#0-25	G103-80-03.1-E002	02120-91	2120	REMOVAL OF EXISTING VALVES, BANDS, CLAMPS, CUTTING EXISTING THIMBLE AND DISPOSAL (01565)	EA	13	\$ 850.00	\$ 11,050.00

Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Section Title	Spec Item No	ID	Description	Unit of Measure	Estimated Quantity	Numeric	
									Unit Price	Total Price
Success: All values provided	Bid	#0-26	G103-80-03.1-E002	02200-14	2200	SITE PREPARATION & RESTORATION, INCLUDING CLEARING & GRUBBING AND FACILITY FOR ENGINEER (01565) (01580) (02120)	EA	1	\$ 1,035,024.00	\$ 1,035,024.00
Success: All values provided	Bid	#0-27	G103-80-03.1-E002	02210-01	2210	Low Water Crossing for Construction Access (01325) (PLANS)	EA	1	\$ 20,000.00	\$ 20,000.00
Success: All values provided	Bid	#0-28	G103-80-03.1-E002	02222-20	2222	ABANDON SANITARY SEWER MANHOLE (01565) (02120) (02316)	EA	14	\$ 1,000.00	\$ 14,000.00
Success: All values provided	Bid	#0-29	G103-80-03.1-E002	02241-01	2241	CARE AND CONTROL OF WATER DETENTION BASIN) (02269) (02120) (02462) (PLANS)	LS	1	\$ 150,000.00	\$ 150,000.00
Success: All values provided	Bid	#0-30	G103-80-03.1-E002	02241-03	2241	CARE AND CONTROL OF WATER - EARTHEN CHANNEL, BOTTOM WIDTH LESS THAN OR EQUAL TO 20	EA	1	\$ 120,000.00	\$ 120,000.00
Success: All values provided	Bid	#0-31	G103-80-03.1-E002	02269-01	2269	TRENCH SHORING SYSTEM, 5 TO 20 FEET	LF	3094	\$ 1.00	\$ 3,094.00
Success: All values provided	Bid	#0-32	G103-80-03.1-E002	02269-02	2269	TRENCH SHORING SYSTEM, > 20 FEET DEEP	LF	1658	\$ 1.00	\$ 1,658.00
Success: All values provided	Bid	#0-33	G103-80-03.1-E002	02315-02	2315	EXCAVATION & OFF-SITE DISPOSAL (02120) (02911)	CY	1056724	\$ 15.00	\$ 15,850,860.00
Success: All values provided	Bid	#0-34	G103-80-03.1-E002	02315-03	2315	EXCAVATION & FILL (ON-SITE MATERIAL) (02314) (02911)	CY	300	\$ 6.00	\$ 1,800.00
Success: All values provided	Bid	#0-35	G103-80-03.1-E002	02315-04	2315	IMPORTED FILL (02314)	CY	110271	\$ 6.00	\$ 661,626.00
Success: All values provided	Bid	#0-36	G103-80-03.1-E002	02315-06	2315	BACKSLOPE DRAINAGE SYSTEM SWALES	LF	17390	\$ 5.00	\$ 86,950.00
Success: All values provided	Bid	#0-37	G103-80-03.1-E002	02321-02	2321	CEMENT STABILIZED SAND, 200 PSI, AS DIRECTED BY THE ENGINEER	TON	195	\$ 50.00	\$ 9,750.00
Success: All values provided	Bid	#0-38	G103-80-03.1-E002	02336-02	2336	LIME STABILIZED SUBGRADE, 8 INCH (02120) (02316)	SY	1085	\$ 8.00	\$ 8,680.00
Success: All values provided	Bid	#0-39	G103-80-03.1-E002	02336-05	2336	HYDRATED LIME	TON	20	\$ 391.00	\$ 7,820.00
Success: All values provided	Bid	#0-40	G103-80-03.1-E002	02361-02	2361	REINFORCED SILT FENCE (02120)	LF	37184	\$ 2.00	\$ 74,368.00
Success: All values provided	Bid	#0-41	G103-80-03.1-E002	02364-02	2364	FILTER DAM - TYPE 2 (02120) (02378) (02921)	LF	585	\$ 35.00	\$ 20,475.00
Success: All values provided	Bid	#0-42	G103-80-03.1-E002	02365-01	2365	STABILIZED CONSTRUCTION ACCESS (02120) (02378)	SY	2576	\$ 32.00	\$ 82,432.00
Success: All values provided	Bid	#0-43	G103-80-03.1-E002	02366-01	2366	INLET PROTECTION BARRIER (PLANS)	EA	83	\$ 120.00	\$ 9,960.00
Success: All values provided	Bid	#0-44	G103-80-03.1-E002	02376-01	2376	CONCRETE CHANNEL LINING, 4 NOMINAL THICKNESS (02316) (03310)	SY	3951	\$ 68.00	\$ 268,668.00
Success: All values provided	Bid	#0-45	G103-80-03.1-E002	02376-02	2376	CONCRETE CHANNEL LINING, 5 NOMINAL THICKNESS (02316) (03310)	SY	8603	\$ 83.00	\$ 714,049.00
Success: All values provided	Bid	#0-46	G103-80-03.1-E002	02376-03	2376	CONCRETE CHANNEL LINING, 6 NOMINAL THICKNESS (02316) (03310)	SY	5021	\$ 95.00	\$ 476,995.00
Success: All values provided	Bid	#0-47	G103-80-03.1-E002	02376-04	2376	CONCRETE CHANNEL LINING, 8 NOMINAL THICKNESS (02316) (03310)	SY	502	\$ 133.00	\$ 66,766.00
Success: All values provided	Bid	#0-48	G103-80-03.1-E002	02376-06	2376	CONCRETE INTERCEPTOR STRUCTURE (02316) (03310)	SY	688	\$ 96.00	\$ 66,048.00

Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Section Title	Spec Item No	ID	Description	Unit of Measure	Estimated Quantity	Numeric	
									Unit Price	Total Price
Success: All values provided	Bid	#0-49	G103-80-03.1-E002	02377-29	2377	20' x 4' CONCRETE LOW FLOW CHANNEL (02316) (03310)	LF	10050	\$ 487.00	\$ 4,894,350.00
Success: All values provided	Bid	#0-50	G103-80-03.1-E002	02377-52	2377	CONCRETE LOW FLOW CHANNEL - WALL HEIGHT TRANSITION SECTION (02316) (03310)	LF	256	\$ 433.00	\$ 110,848.00
Success: All values provided	Bid	#0-51	G103-80-03.1-E002	02378-01	2378	RIPRAP, GRADATION NO. 1 (02315) (02316)	SY	4754	\$ 123.00	\$ 584,742.00
Success: All values provided	Bid	#0-52	G103-80-03.1-E002	02378-03	2378	RIPRAP, GRADATION NO. 2 (02315) (02316)	SY	650	\$ 158.00	\$ 102,700.00
Success: All values provided	Bid	#0-53	G103-80-03.1-E002	02378-06	2378	GRANULAR FILL, 3-5 INCHES (02315) (02316)	TON	1940	\$ 70.00	\$ 135,800.00
Success: All values provided	Bid	#0-54	G103-80-03.1-E002	02379-01	2379	GEOTEXTILE FILTER MATERIAL FOR RIPRAP	SY	7897	\$ 2.00	\$ 15,794.00
Success: All values provided	Bid	#0-55	G103-80-03.1-E002	02379-05	2379	GEOTEXTILE FILTER MATERIAL, NON-WOVEN	SY	1074	\$ 2.00	\$ 2,148.00
Success: All values provided	Bid	#0-56	G103-80-03.1-E002	02379-20	2379	GEOGRID	SY	974	\$ 3.00	\$ 2,922.00
Success: All values provided	Bid	#0-57	G103-80-03.1-E002	02502-20	2502	CASING AND VALVES FOR WATERLINE ADJUSTMENT (02120) (02316) (PLANS)	LS	1	\$ 15,000.00	\$ 15,000.00
Success: All values provided	Bid	#0-58	G103-80-03.1-E002	02505-02	2505	24-INCH HIGH DENSITY POLYETHYLENE (HDPE) SOLID AND PROFILE WALL PIPE (02316) (02321)	LF	2250	\$ 95.00	\$ 213,750.00
Success: All values provided	Bid	#0-59	G103-80-03.1-E002	02505-03	2505	30-INCH HIGH DENSITY POLYETHYLENE (HDPE) SOLID AND PROFILE WALL PIPE (02316) (02321)	LF	287	\$ 135.00	\$ 38,745.00
Success: All values provided	Bid	#0-60	G103-80-03.1-E002	02511-04	2511	DUCTILE IRON WATER MAIN, 12-INCH (02316) (02501) (PLANS)	LF	125	\$ 220.00	\$ 27,500.00
Success: All values provided	Bid	#0-61	G103-80-03.1-E002	02511-15	2511	WATER MAIN, 12-INCH IN STEEL, AUGERED (02316) (02501) (02502) (02506)	LF	180	\$ 290.00	\$ 52,200.00
Success: All values provided	Bid	#0-62	G103-80-03.1-E002	02513-01	2513	12-INCH WET CONNECTIONS	EA	4	\$ 1,500.00	\$ 6,000.00
Success: All values provided	Bid	#0-63	G103-80-03.1-E002	02516-07	2516	CUT AND PLUG WATER MAIN	EA	13	\$ 900.00	\$ 11,700.00
Success: All values provided	Bid	#0-64	G103-80-03.1-E002	02520-06	2520	SALVAGE FIRE HYDRANT AND SERVICE LEAD	EA	8	\$ 600.00	\$ 4,800.00
Success: All values provided	Bid	#0-65	G103-80-03.1-E002	02531-14	2531	SANITARY SEWER, 10-INCH, DUCTILE IRON PIPE, CLASS 52 (02316) (02321) (03310)	LF	182	\$ 185.00	\$ 33,670.00
Success: All values provided	Bid	#0-66	G103-80-03.1-E002	02531-19	2531	SANITARY SEWER, 10-INCH, INCLUDING CASING (02316) (02321) (03310) (PLANS)	LF	30	\$ 350.00	\$ 10,500.00
Success: All values provided	Bid	#0-67	G103-80-03.1-E002	02531-22	2531	SANITARY SEWER, 20-INCH SPLIT STEEL CASING WITH GROUT (02316) (02431) (02502)	LF	30	\$ 260.00	\$ 7,800.00
Success: All values provided	Bid	#0-68	G103-80-03.1-E002	02532-24	2532	SANITARY SEWER FORCE MAIN, 10-INCH (02316) (02321)	LF	62	\$ 400.00	\$ 24,800.00
Success: All values provided	Bid	#0-69	G103-80-03.1-E002	02532-25	2532	SANITARY SEWER FORCE MAIN, 10-INCH, AGURED (02316) (02448) (PLANS)	LF	265	\$ 230.00	\$ 60,950.00
Success: All values provided	Bid	#0-70	G103-80-03.1-E002	02536-02	2536	ADJUST MANHOLE FRAME AND COVER	EA	14	\$ 550.00	\$ 7,700.00
Success: All values provided	Bid	#0-71	G103-80-03.1-E002	02611-02	2611	24-INCH REINFORCED CONCRETE PIPE (02316) (02321) (03310)	LF	400	\$ 104.00	\$ 41,600.00
Success: All values provided	Bid	#0-72	G103-80-03.1-E002	02611-03	2611	30-INCH REINFORCED CONCRETE PIPE (02316) (02321) (03310)	LF	40	\$ 129.00	\$ 5,160.00

Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Section Title	Spec Item No	ID	Description	Unit of Measure	Estimated Quantity	Numeric	
									Unit Price	Total Price
Success: All values provided	Bid	#0-73	G103-80-03.1-E002	02611-04	2611	36-INCH REINFORCED CONCRETE PIPE (02316) (02321) (03310)	LF	535	\$ 184.00	\$ 98,440.00
Success: All values provided	Bid	#0-74	G103-80-03.1-E002	02611-05	2611	42-INCH REINFORCED CONCRETE PIPE (02316) (02321) (03310)	LF	84	\$ 234.00	\$ 19,656.00
Success: All values provided	Bid	#0-75	G103-80-03.1-E002	02611-06	2611	48-INCH REINFORCED CONCRETE PIPE (02316) (02321) (03310)	LF	98	\$ 284.00	\$ 27,832.00
Success: All values provided	Bid	#0-76	G103-80-03.1-E002	02611-07	2611	54-INCH REINFORCED CONCRETE PIPE (02316) (02321) (03310)	LF	197	\$ 391.00	\$ 77,027.00
Success: All values provided	Bid	#0-77	G103-80-03.1-E002	02611-08	2611	60-INCH REINFORCED CONCRETE PIPE (02316) (02321) (03310)	LF	213	\$ 454.00	\$ 96,702.00
Success: All values provided	Bid	#0-78	G103-80-03.1-E002	02611-09	2611	66-INCH REINFORCED CONCRETE PIPE (02316) (02321) (03310)	LF	120	\$ 563.00	\$ 67,560.00
Success: All values provided	Bid	#0-79	G103-80-03.1-E002	02611-10	2611	72-INCH REINFORCED CONCRETE PIPE (02316) (02321) (03310)	LF	283	\$ 645.00	\$ 182,535.00
Success: All values provided	Bid	#0-80	G103-80-03.1-E002	02611-12	2611	84-INCH REINFORCED CONCRETE PIPE (02316) (02321) (03310)	LF	68	\$ 800.00	\$ 54,400.00
Success: All values provided	Bid	#0-81	G103-80-03.1-E002	02612-73	2612	9' x 6' REINFORCED CONCRETE BOX (02316) (02321) (03310) (02631)	LF	180	\$ 1,010.00	\$ 181,800.00
Success: All values provided	Bid	#0-82	G103-80-03.1-E002	02630-03	2630	TYPE C MANHOLE, FOR 42 AND SMALLER, 15' DEEP (02120) (02316) (02321) (03310)	EA	3	\$ 8,300.00	\$ 24,900.00
Success: All values provided	Bid	#0-83	G103-80-03.1-E002	02630-04	2630	TYPE C MANHOLE, FOR 42 AND SMALLER, 20' DEEP (02120) (02316) (02321) (03310)	EA	4	\$ 8,450.00	\$ 33,800.00
Success: All values provided	Bid	#0-84	G103-80-03.1-E002	02630-12	2630	TYPE C MANHOLE, FOR 48 TO 72, 15' DEEP (02120) (02316) (02321) (03310)	EA	1	\$ 8,900.00	\$ 8,900.00
Success: All values provided	Bid	#0-85	G103-80-03.1-E002	02630-13	2630	TYPE C MANHOLE, FOR 48 TO 72, 20' DEEP (02120) (02316) (02321) (03310)	EA	6	\$ 9,075.00	\$ 54,450.00
Success: All values provided	Bid	#0-86	G103-80-03.1-E002	02630-15	2630	TYPE C MANHOLE WITH TYPE B INLET GRATE TOP, FOR 48 TO 72 (02120) (02316) (02321) (03310)	EA	2	\$ 18,900.00	\$ 37,800.00
Success: All values provided	Bid	#0-87	G103-80-03.1-E002	02630-22	2630	TYPE C MANHOLE, FOR 78 AND LARGER, 15' DEEP (02120) (02316) (02321) (03310)	EA	1	\$ 19,500.00	\$ 19,500.00
Success: All values provided	Bid	#0-88	G103-80-03.1-E002	02630-23	2630	TYPE C MANHOLE, FOR 78 AND LARGER, 20' DEEP (02120) (02316) (02321) (03310)	EA	3	\$ 19,300.00	\$ 57,900.00
Success: All values provided	Bid	#0-89	G103-80-03.1-E002	02631-02	2631	CONNECTION TO EXISTING STORM SEWER MANHOLE	EA	3	\$ 3,850.00	\$ 11,550.00
Success: All values provided	Bid	#0-90	G103-80-03.1-E002	02631-04	2631	CUT AND PLUG STORM SEWER (02120) (02631) (02321)	EA	3	\$ 1,350.00	\$ 4,050.00
Success: All values provided	Bid	#0-91	G103-80-03.1-E002	02632-01	2632	TYPE A INLET (02120) (02316) (02321) (03310)	EA	1	\$ 11,000.00	\$ 11,000.00
Success: All values provided	Bid	#0-92	G103-80-03.1-E002	02632-12	2632	TYPE B-B INLET, ALL DEPTHS (02120) (02316) (02321) (03310)	EA	2	\$ 3,400.00	\$ 6,800.00
Success: All values provided	Bid	#0-93	G103-80-03.1-E002	02632-40	2632	TYPE E INLET (02120) (02316) (02321) (03310)	EA	1	\$ 11,000.00	\$ 11,000.00
Success: All values provided	Bid	#0-94	G103-80-03.1-E002	02632-70	2632	HEADWALLS AND WINGWALLS (02120) (02316) (03310)	CY	340	\$ 960.00	\$ 326,400.00
Success: All values provided	Bid	#0-95	G103-80-03.1-E002	02711-02	2711	CRUSHED LIMESTONE FLEXIBLE BASE COURSE, 8 THICKNESS (02316)	SY	1145	\$ 26.00	\$ 29,770.00

Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Section Title	Spec Item No	ID	Description	Unit of Measure	Estimated Quantity	Numeric	
									Unit Price	Total Price
Success: All values provided	Bid	#0-96	G103-80-03.1-E002	02711-05	2711	CRUSHED LIMESTONE FLEXIBLE BASE COURSE, 4 THICKNESS (02316)	SY	974	\$ 18.00	\$ 17,532.00
Success: All values provided	Bid	#0-97	G103-80-03.1-E002	02751-02	2751	CONCRETE PAVEMENT, 6 THICKNESS (02752) (02754) (02761) (02772)	SY	2123	\$ 66.00	\$ 140,118.00
Success: All values provided	Bid	#0-98	G103-80-03.1-E002	02771-05	2771	CONCRETE CURB & GUTTER (02752) (02753) (03310)	LF	602	\$ 25.00	\$ 15,050.00
Success: All values provided	Bid	#0-99	G103-80-03.1-E002	02820-01	2820	REMOVE AND REPLACE 6" CHAINLINK FENCE	LF	1698	\$ 50.00	\$ 84,900.00
Success: All values provided	Bid	#0-100	G103-80-03.1-E002	02820-13	2820	REMOVE, STORE AND REPLACE ACCESS BARRICADES (ALL TYPES)	EA	2	\$ 1,500.00	\$ 3,000.00
Success: All values provided	Bid	#0-101	G103-80-03.1-E002	02840-01	2840	METAL BEAM GUARD FENCE	LF	40	\$ 35.00	\$ 1,400.00
Success: All values provided	Bid	#0-102	G103-80-03.1-E002	02840-06	2840	REMOVE AND RE-INSTALL METAL BEAM GUARD FENCE	LF	426	\$ 35.00	\$ 14,910.00
Success: All values provided	Bid	#0-103	G103-80-03.1-E002	02921-16	2921	ANCHORED SODDING	SY	12273	\$ 8.00	\$ 98,184.00
Success: All values provided	Bid	#0-104	G103-80-03.1-E002	00416-06	416	DRILLED SHAFT, 36 INCH DIAMETER	LF	760	\$ 205.00	\$ 155,800.00
Success: All values provided	Bid	#0-105	G103-80-03.1-E002	00420-13	420	CLASS C CONCRETE (ABUTMENT)	CY	51	\$ 1,009.00	\$ 51,459.00
Success: All values provided	Bid	#0-106	G103-80-03.1-E002	00422-05	422	REINFORCED CONCRETE SLAB (CLASS S)	SF	2880	\$ 30.00	\$ 86,400.00
Success: All values provided	Bid	#0-107	G103-80-03.1-E002	00422-07	422	CLASS S BRIDGE SIDEWALKS, MEDIANS, AND CURBS	SF	1530	\$ 20.00	\$ 30,600.00
Success: All values provided	Bid	#0-108	G103-80-03.1-E002	00422-08	422	CLASS S APPROACH SLAB SIDEWALKS, MEDIANS AND CURBS	SF	1520	\$ 50.00	\$ 76,000.00
Success: All values provided	Bid	#0-109	G103-80-03.1-E002	00425-10	425	PRESTRESSED CONCRETE GIRDER (TX28)	LF	429	\$ 241.00	\$ 103,389.00
Success: All values provided	Bid	#0-110	G103-80-03.1-E002	00442-01	442	BRIDGE SIDEWALK EXPANSION JOINT COVER PLATE	EA	2	\$ 640.00	\$ 1,280.00
Success: All values provided	Bid	#0-111	G103-80-03.1-E002	00450-07	450	RAIL (TYPE C402 / C402 MODIFIED)	LF	112	\$ 338.00	\$ 37,856.00
Success: All values provided	Bid	#0-112	G103-80-03.1-E002	00450-07	450	RAIL (TYPE T402 / T402 MODIFIED)	LF	112	\$ 327.00	\$ 36,624.00
Success: All values provided	Bid	#0-113	G103-80-03.1-E002	00450-52	450	PEDESTRIAN RAIL	LF	353	\$ 221.00	\$ 78,013.00
Success: All values provided	Bid	#0-114	G103-80-03.1-E002	00454-03	454	SEALED EXPANSION JOINT (4 INCH)	LF	80	\$ 7.00	\$ 560.00
Basket Total										\$ 29,387,654.00
Grand Total										\$ 29,387,654.00

Attachment C
CERTIFICATION REGARDING LOBBYING
(To be submitted with each bid exceeding \$100,000)

The undersigned [Bidder] certifies, to the best of his or her knowledge, 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 when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Bidders are required to complete **Form SF-LLL - Disclosure of Lobbying Activities** to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Bidder, Brice Construction & Design, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Bidder understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.


Ben Fraser, Vice President

Print Name and Title of Bidder's Authorized Official


Signature of Bidder's Authorized Official

2/20/26
Date

Attachment C
CERTIFICATION REGARDING LOBBYING

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier If Known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <div style="text-align: right;">  Signature: _____ Print Name: Ben Fraser Title: Vice President Telephone No.: (206) 966-9477 Date: 02/20/2026 </div>	
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 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	No Lobbying Activities to Report - Blank Form	
Federal Use Only	Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)	

Attachment D
STATEMENT OF BIDDER QUALIFICATIONS

This Statement of Bidder Qualifications requests information about Bidder that will be used in the evaluation of Bidder responsibility. All Bidders must complete this form in its entirety and submit with the Bid. Answers should be as thorough and definitive as possible and include all pertinent data. Failure to fully and truthfully disclose the information required may result in the disqualification of your Bid from consideration or termination of the contract, once awarded. Supplemental materials, additional pages, or requested lists providing additional information may be attached to further clarify answers.

General Information

1. Name of company/organization: Brice Construction & Design, LLC
2. Address of company/organization: 16826 N. Eldridge Pkwy, Tomball Tx 77377
3. Home office address (if other than above): _____
4. Telephone No: (206) 966-9477 Fax No.: N/A
5. Type of business entity (corporation, partnership, sole proprietorship, etc.): Limited Liability Company
 - A. If your organization is a corporation, please provide on a separate sheet(s), detailing the following: Date of incorporation, State of incorporation, Names of President, Vice-president, Secretary, and Treasurer.
 - B. If your organization is a partnership or individually owned, please attach a list detailing the following: Date of organization, Name of owner(s) or partners.
6. Place of incorporation (if applicable): _____
7. Type of work performed by your company: Civil Construction
8. Year founded/established: 2021
9. Has your organization been in business under its present name for at least five (5) years? YES NO
 - A. If not, please explain why. _____
10. Primary individual to contact: Ben Fraser (206) 966-9477

Litigation Record

Have you or any member of your organization or team brought any claim, litigation, or arbitration against Harris County or any other Federal, State or Local Government during the last five (5) years?

YES NO

If yes, attach a list of any claims, lawsuits, or requested arbitrations and their final outcome.

Has Harris County or any other Federal, State or Local brought any claim or litigation against you or any member of your organization or team during the last five (5) years?

YES NO

If yes, attach a list of any claims, lawsuits, or requested arbitrations and their final outcome.

Has you or any member of your organization or team filed any lawsuits or requested arbitration with regards to any contracts within the last five (5) years?

YES NO

If yes, attach a list of any lawsuits or requested arbitrations and their final outcome.

Are there any administrative proceedings, claims, lawsuits, or other exposures pending against you or any member of your organization or team?

YES NO

Attachment D
STATEMENT OF BIDDER QUALIFICATIONS

If yes, explain: _____

Have any subcontractors, in which your organization has some ownership, filed any lawsuits or requested arbitration with regards to any contracts within the last five (5) years?

YES NO

If yes, explain: _____

Have you or any member of your organization or team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for Harris County or any other Federal, State or Local Government, or Private Entity?

YES NO

If yes, explain: _____

Have you ever failed to complete any work awarded to you? YES NO

If yes, explain, indicating what was not completed and the reasoning: _____

Have you ever defaulted on a contract? YES NO

If yes, explain: _____

Experience Record

How many years has your organization been providing the services identified in this IFB to the following types of entities?

Government (Public) Entities: 5 Years

Private (Commercial) Entities: 5 Years

List three to five (3-5) similar projects as the one specified in this solicitation that your organization has completed over the last five (5) years. For each project, as applicable, provide the name, nature of the project, size (SF), location, cost, completion date, owner and architect. Attach additional pages as necessary:

1. See attached list of completed & current projects and Statement of Qualifications
2. _____
3. _____
4. _____
5. _____

List the major projects your organization has in progress, giving the name and location of the project as well as nature of the type of services you are providing. Provide dollar amount of contract, type of work, percent complete, estimated completion date, and owner information for each project:

\$ Amount of Contract	Type of Work	Est. Date of Completion	Name and Address of Owner
1. <u>See attached list of completed & current projects and Statement of Qualifications</u>			
2. _____			
3. _____			
4. _____			

Attachment D
STATEMENT OF BIDDER QUALIFICATIONS

Describe your organization's concepts for working in a team relationship with the owner and user groups during the completion of projects similar to that identified in this IFB. Identify which of the project(s) listed on Attachment F, *References*, best exemplify these concepts and experiences. Attach additional pages as necessary:

Partner with the Client and their entities to work through the day to day issues on the project in a professional and economic manner (Please see attached Statement of Qualifications)

Please list categories of work that your organization normally performs with its own forces.

1. Dirtwork/Base Work Excavations

2. Storm Drainage

3. Structures

4. Demolition

Please list subcontractors in which your organization has some ownership or relationship and list the categories of work those subcontractors normally perform.

1. Brice Civil Constructors, Inc. - Similar Work as Brice Construction & Design, LLC

2.

3.

4.

Portions of work Bidder proposes to sublet in case of award of contract, including amount and type:

1. SWPPP - 0.68% of the subcontract

2. Drill Shaft - 0.43% of the subcontract

3. TCP - 0.12% Pump Truck Sub - 2.24%

List of Surety Bonds in Force on the above incomplete work:

\$ Amount of Contract	Amount of Bond	Name of Surety Company
1. SH 99 56.2 million	56.2 million - 57% Complete	Liberty Mutual
2. Wharton 26.2 million	26.2 million - 80% Complete	Liberty Mutual
3. (See list of completed & active projects)		
4.		

Equipment Schedule (if applicable)

List of equipment owned by Bidder that is in serviceable condition and available for use:

1. Brice Construction & Design has an inventory of equipment and assets greater than \$100 Million managed by our

2. sister company, Brice Equipment. (Detailed List upon Request)

3.

4.

5.

6.

7.

8.

Attachment D
STATEMENT OF BIDDER QUALIFICATIONS

Dated this day 16th of February 2026
(Name of Organization)

By: Vice President
(Title)

Submitted by Ben Fraser

an individual
a partnership
a corporation

with principal office at 16826 N. Eldridge Pkwy, Tomball Tx 77377
(Full Address or City, State)

To be filled in by Corporation:
Date incorporated 10/12/2021
Under the laws of Alaska State.

To be filled in by Partnership
Date formed _____
State whether partnership is general, limited or associated

Executive Officer Ben Fraser

List Members:

State of Texas

County of Harris

Ben Fraser, being duly sworn, deposes and attests that he/she is
(Name of Bidder's Representative)
Vice President of Brice Construction & Design, LLC
(Position Title) (Name of Organization)

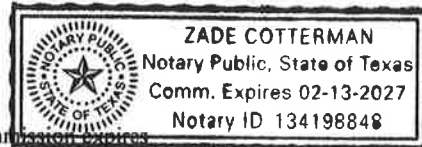
and that: (1) the Bidder bidding this work and the contractors / subcontractors anticipated to perform the work are properly licensed, as applicable, and shall provide proof of said licensure needed to complete the scope of work; (2) the answers to the foregoing questions on the attached/associated forms and all statements therein are correct to the best of their knowledge; (3) the experience record and the schedule of equipment are made part of this affidavit as though written in full herein; and (4) all statements and answers to the questions given in the above-mentioned experience record and schedule of equipment are true and correct.

Ben Fraser, sworn to before me this 23rd day
(Name of Bidder's Representative)
of February 2026.


Notary Public

(Seal)

My Commission Expires



Complete or Ongoing	Project Name / Location	Original Contract Value	Final Contract Value	Explanation of Change	Planned Completion Date	Actual Completion Date	Explanation of Change
Complete	Mueschke / Tomball Tx	\$ 7,492,095.00	\$ 7,818,191.00	Over runs on quantities based on existing conditions	May-25	Apr-25	Brice finished 1 month ahead of schedule
Complete	FM 521 / Angleton TX	\$ 3,244,910.00	\$ 3,466,023.00	TXDOT requested more message boards 500 SY of pavement changed from concrete pavement to High Early Concrete; Additional 11,944 CY of excavation was needed for unsuitable materials.	May-25	May-25	None. Project was completed on time.
Complete	Telge / Tomball Tx	\$ 15,187,937.00	\$ 15,424,366.00	Additional quantity to patching Rumble Strips. TX dot wanted to patch all the rumble strips. Quantity increase from 6,384 to 35,848. Overrun on Law Enforcement Personnel	Sep-25	Oct-25	Existing utilities were in conflict with the proposed waterline main. Contract was extended for a redesign and moving of the existing utility.
On Going	SH 99 / Tomball Tx	\$ 56,285,946.00	\$ 57,369,894.00	Bond Payment. Additional work for grouting of a waterline, and adding wall thickness to a drainage structure	Jan-27	57% complete	Project to finish on time. Sub to Granite. Brice was performing work in Phase 1 and was suppose to finish before Granite started and finish in December 2024. Ended working simultaneously with Granite and push Brice's work out over a year.
On Going	Colorado River Phase 1 / Wharton Tx	\$ 26,213,241.00	\$ 26,399,627.00	No Changes	Dec-24	80% Complete	Project set to start in March
On Going	Forest Manor / Huffman Tx	\$ 4,649,049.00	\$ 4,649,049.00		Nov-26	0% complete	