

**Fort Bend County Tabulation
 Bid 24-055
 Residential Demolition Services for 2016DR Buyout Properties**

**Recommendation: RNDI Companies, Inc. \$97,871.00
 Funding: Community Development Block Grant Disaster Recovery 2016**

Company	Bid Price
RNDI Companies, Inc. Houston, TX	\$97,871.00
Byrdson Services, LLC Beaumont, TX	\$128,436.00
Integrated Demolition and Remediation Inc. Houston, TX	\$174,625.00
Brizo Construction, LLC Houston, TX	\$200,693.86



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	RNDI Companies, Inc.				
Business Name (if different from legal name)					
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business? 19		
Federal ID # or S.S. #	202914905	SAM.gov Unique Entity ID # CZHML1LLY864			
SAM.gov CAGE / NCAGE	43XJO				
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____				
Remittance Address	311 E. Interstate 30				
City/State/Zip	Rockwall, TX 75087				
Physical Address	14518 Hempstead Hwy #4Z				
City/State/Zip	Houston, TX 77040				
Phone Number	713-928-1697				
E-mail	Diana@rndicompanies.com				
Contact Person	Diana Cross				
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input checked="" type="checkbox"/> SBE-Small Business Enterprise <input checked="" type="checkbox"/> HUB-Texas Historically Underutilized Business <input checked="" type="checkbox"/> WBE-Women's Business Enterprise <input checked="" type="checkbox"/>		Certification # HFDB58873N0425 Certification # HF5B03992N1026 Certification # 1202914905600 Certification # HFWB93638N1026		
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____			
	\$5,000,000-\$16,999,999 <input checked="" type="checkbox"/>	\$17,000,000-\$22,399,999 _____ >\$22,400,000 _____			
NAICs codes (Please enter all that apply)	562910, 562111, 562112, 562219				
Signature of Authorized Representative					
Printed Name	Diana Cross				
Title	President				
Date	12/11/2024				

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

B24-055

**Residential Demolition
Services for 2016DR
Buyout Properties**



Prepared By:

RNDI Companies, Inc
311 E. Interstate 30
Rockwall, TX 75087

Prepared for:

Fort Bend County
301 Jackson Suite 201
Richmond, TX 77469

B24-055
Residential Demolition Services for 2016DR Buyout Properties

TABLE OF CONTENTS

TAB 1. Vendor Information.....

TAB 2. General Requirements.....

TAB 3. References.....

TAB 4. Form 1295.....

TAB 5. Certificate of Insurance.....

TAB 6. License and Certifications.....

TAB 7. Statement of Qualifications and Past Performance.....

TAB 8. Bid Bond.....

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend 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.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 PM on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

Initials of Bidder: 

- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Assistant Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Cheryl.Krejci@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Thursday, December 5, 2024 at 9:00 AM. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.
- 1.8 References: All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients name, contact person, telephone number and email address.
- 1.9 Bid Bond: All bidders must submit, **WITH BID**, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Fort Bend County, or a Bid Bond in the same amount issued by a surety, acceptable to Fort Bend County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidder's Cashier's Check or Certified Check will be returned only after a written request to do so have been received in the Office of the Fort Bend County Purchasing Agent.
- 1.10 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a bidder must provide to Fort Bend County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.11 Pricing: Prices for all goods and/or services shall be firm for the duration of this Contract and shall be stated on the bid pricing sheet. 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 typewritten. 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.

Initials of Bidder: 

- 1.12 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.13 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.14 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Fort Bend County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.15 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, 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 Fort Bend County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. 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 a vendor from submitting multiple bids for different products or services.
- 1.16 Awards: Fort Bend County reserves the right to award this Contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning its responsibility.
- 1.17 Contract Obligation: Fort Bend County Commissioners Court must award the Contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the Contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

Initials of Bidder: 

2.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to complete the demolition and clearing of seven (7) CDBG-DR buyout properties located in the County, as specified herein. Contractor shall comply with all federal, state, and local laws, codes and regulations.

3.0 PRE-BID CONFERENCE:

There is not a Pre-Bid Conference scheduled for this contract.

4.0 LIQUIDATED DAMAGES:

The County and the Contractor recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the work is not complete on time. Accordingly, instead of requiring any such proof, the County and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the County \$250.00 for each day that expires after the time specified herein for completion until the Work is complete, unless contract time has been adjusted by extension of time approved by Commissioner's Court.

The Contractor will be placed on one (1) year probation if liquidated damages are accrued. During the probation period, if the Contractor accrues liquidated damages on another project, they will be disqualified from being awarded any County work for two (2) years.

5.0 COMPLETION TIME & PAYMENT:

- 5.1 Fort Bend County shall pay the Contractor in current funds for the Contractor's performance of the Contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the Fort Bend County Purchasing Agent.

Prior to payment, the Contractor will be required to provide documentation demonstrating that work has been completed. This will include, but may not be limited to, copies of all permits, before-and-after photographs of each phase of work, tipping tickets or other disposal receipts.

- 5.2 Based upon Applications for payment submitted to Community Development, Fort Bend County shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the contract documents.

5.2.1 The period covered by each application for payment shall be one calendar month ending on the last day of the month.

5.2.2 Provided a customary, accurate, and complete application for payment is received by Community Development not later than the 15th day of a month, Fort Bend County shall make payment of all undisputed amounts to the

Initials of Bidder: 

Contractor not later than the 15th day of the next month. If an application for payment is received by the Community Development Department after the application deadline fixed above, payment shall be made by Fort Bend County not later than 30 days after Community Development receives the application for payment.

5.2.3 Application for payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.

5.2.4 Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:

5.2.4.1 Take that portion of the contract sum properly allocable to completed Project less retainage of ten percent (10%).

5.2.4.2 Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Fort Bend County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).

5.2.4.3 Subtract the aggregate of previous payments made by Fort Bend County.

5.2.4.4 The progress payment amount as determined in above shall be further modified under the following circumstances:

Upon substantial completion of the Project, add a sum sufficient to increase the total payments to one hundred percent (100%) of the contract sum, less such amounts as Fort Bend County shall determine should be deducted for incomplete work and unsettled claims.

5.2.4.5 Final payment, constituting the entire unpaid undisputed balance of the contract sum, shall be made by Fort Bend County to the Contractor when Fort Bend County and the Contractor agree that the Contract has been fully performed by the Contractor.

5.3 Before the first application for payment, the Contractor shall submit to the Community Development Department a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Community Development Department may require. This schedule, unless objected to by the Community Development Department shall be used as a basis for reviewing the Contractor's application for payment.

Initials of Bidder: 

- 5.4 Contractor must provide with each application for payment a contractor's affidavit certifying bills against the Contractor for labor, material and expendable equipment employed in the performance of Contractor have been paid in full prior to acceptance of final payment from Fort Bend County.
- 5.5 The Contractor will permit Fort Bend County, or any duly authorized agent of Fort Bend County, to inspect and examine the books and records of the Contractor for the purpose of verifying the amount of work performed under the Contract. Fort Bend County's right to inspect survives the termination of the Contract for a period of five years.

6.0 LIMIT OF APPROPRIATION:

Prior to the execution of this Contract, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Contract, that County shall have available only those funds specifically allocated in this Contract to fully discharge any and all liabilities which may be incurred by County in bringing this Project to an absolute conclusion, resulting in a complete, fully furnished, fully equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required services and materials, all fees and compensation of any sort to the Contractor, and any and all costs for any and all things or purposes coming inuring under or out of this Contract, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Contract which might in any light by any person be interpreted to the contrary.

7.0 RIGHT TO ASSURANCE:

Whenever Fort Bend County in good faith has reason to question the Contractor's intent or ability to perform, Fort Bend County may demand that the Contractor give written assurance of its intent to perform and its plan to properly continue performance, including a reasonably detailed timeline. In the event that a demand is made and no assurance is given within five (5) business days, Fort Bend County may treat this failure as an anticipatory repudiation of the Contract.

8.0 PERFORMANCE & PAYMENT BONDS:

Performance and Payment Bonds: In the event the total accepted bid price exceeds \$25,000 the Contractor must provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by the Contractor. In the event Fort Bend County rejects, the proposed surety company, the Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

Initials of Bidder: 

9.0 POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

10.0 TEXAS ETHICS COMMISSION FORM 1295:

10.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

10.2 On-line instructions:

10.2.1 Name of governmental entity is to read: Fort Bend County.

10.2.2 Identification number used by the governmental entity is: B24-055.

10.2.3 Description is the title of the solicitation: Residential Demo of Buyout Properties

10.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

110 INSURANCE:

11.1 All respondents shall submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

11.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance

Initials of Bidder: DC

expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- 11.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 11.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 11.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 11.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 11.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 11.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

12.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

- 12.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not

Initials of Bidder: 

later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.

- 12.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 12.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 12.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 12.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 12.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 12.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

13.0 INDEMNITY FOR BODILY INJURY OR DEATH CLAIMS:

Indemnity for certain bodily injury or death claims. To the fullest extent permitted by law, contractor shall indemnify, defend and hold harmless the county from and against all claims, losses, expenses, costs, demands, suits, causes of action, and damages, including without limitation, attorneys' fees and expenses, for bodily injury or death of any employee of contractor, its agents, or its subcontractors of every tier, even if the bodily injury or death is caused by or alleged to have been

Initials of Bidder: 

caused by the sole or partial negligence, fault or strict liability of any indemnitee.

Indemnity for all other claims. For all claims not addressed in the preceding section or section above, including, without limitation, claims for damage to or loss of use of property and claims for bodily injury to or death of any person other than that addressed in the immediately preceding section, to the fullest extent permitted by law, contractor shall indemnify, defend and hold harmless the county from and against all claims, losses, expenses, costs, demands, suits, causes of action, and damages, including without limitation, attorneys' fees and expenses, of any nature whatsoever arising out of or related to this contract or the work to be performed under this contract, but only to the extent of the negligence or other fault of the contractor, its agents, representatives, employees or subcontractors of any tier.

14.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:

14.1 Preconstruction/Demolition Work. Contractor shall do (or cause to be done) the following as preconstruction/demolition work:

14.1.1 On written demand as requested by Fort Bend County, cause the Contractor's personnel to meet with Fort Bend County and Community Development to discuss the status of the Project.

14.1.2 On written demand as requested by Fort Bend County, review specifications with Community Development to determine the compliance of the proposed facility with applicable codes and federal regulations.

14.2 Construction Work. Contractor shall do (or cause to be done) the following as construction work:

14.2.1 Perform (or cause to be performed) all preparatory work at the construction site required herein, including (without limitation) soil and concrete testing and demolition of improvements existing at the construction site and all actions necessary for compliance with all laws and regulations as to actions to be taken by owners or contractors before construction begins, including without limitation those in regard to archaeological and environmental requirements.

14.2.2 Construct and install (or cause to be constructed and installed) the Project on the construction site in accordance with this Contract and the drawings and specifications approved by Fort Bend County.

14.2.3 Furnish (or cause to be furnished) all materials, supplies, equipment, tools, labor, supervision, utilities, transportation, and other materials and services necessary to complete the Project described herein.

14.2.4 Materials testing necessary for the Project and required by laws and regulations, construction industry standards as approved by Fort Bend County and this Contract; the frequency of testing shall be approved by Fort Bend County.

14.3 Standards for Review and Approval. Fort Bend County acknowledges that in order to meet the deadlines for the completion of the Project, and in order to accomplish the efficient completion of the Project, the Contractor may submit matters to Fort Bend County in stages for approval or consent. Upon receipt of any matter submitted by the Contractor for review and approval, Fort Bend County shall review the same and shall diligently and promptly (but in any event within 14 calendar days for any such matter, other than a proposed change order, and within 28 calendar days for a proposed change order) give the Contractor notice of Fort Bend County's approval or disapproval, setting forth in detail all reasons for any disapproval. Fort Bend County's right to disapprove any such matter submitted (other than a proposed change order) shall be limited to the elements thereof (a) which do not conform substantially to matters previously approved, (b) which are new elements not previously presented and approved and the Contractor is unable to demonstrate that such new element is reasonably necessary for completion of the Project, or (c) which depict matters that are violations of this Contract or applicable laws and regulations.

14.3.1 If Fort Bend County disapproves of a particular matter or Proposed Change Order, the Contractor shall have the right to resubmit such matter or Proposed Change Order to Fort Bend County, altered to satisfy Fort Bend County's basis for disapproval. Any resubmission shall be subject to review and approval by Fort Bend County.

14.3.2 Fort Bend County and the Contractor shall attempt in good faith to resolve any disputes concerning the approval of any aspect of the Project expeditiously, so as not to delay the completion of the Project in accordance with this Contract.

14.3.3 Expedited Approvals. Fort Bend County recognizes the importance of expeditious action upon all matters submitted to Fort Bend County for review and approval and of expeditious response to those aspects of the Project requiring approval by governmental authorities having jurisdiction there over. Fort Bend County agrees to exercise its rights of review and approval hereunder with due diligence, reasonableness, and good faith. Fort Bend County shall use its reasonable efforts to expedite any required review of the Project or other matters by any governmental authority.

14.4 Changes.

14.4.1 General. Fort Bend County may make changes to the Project by altering, adding to, or deducting from the Project. All changes in the Project which (a)

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require an adjustment in the contract sum or an adjustment in the final completion date or (b) involve a material change in the overall scope or function of the Project shall be requested and authorized before commencing such changes by use of written change order notices, Proposed Change Orders and Change Orders, which change order procedure shall be the exclusive means to effect such changes in the Project.

- 14.4.2 Change Order Procedure. If at any time Fort Bend County desires to make any change in the Project requiring the issuance of a Change Order, Fort Bend County shall so advise the Contractor in writing by delivery to the Contractor of a written notice describing the change. Upon receipt of such notice initiated by Fort Bend County, the Contractor shall within a reasonable period of time advise Fort Bend County of the Contractor's proposal for the adjustments, if any, in the contract sum, the schedule of values, and the final completion date attributable to such change by delivering a written notice thereof (the "Proposed Change Order") to Fort Bend County. Such Proposed Change Order shall contain a description of the proposed change and shall set forth the Contractor's estimate of the increase or decrease, if any, in the contract sum and the change, if any, in the schedule of values and the final completion date attributable to such change. If the Contractor desires to make a change in the Project requiring the issuance of a change order, the Contractor shall deliver to Fort Bend County a Proposed Change Order. Upon execution by Fort Bend County, a Proposed Change Order shall constitute (and be defined herein as) a "Change Order" for purposes of this Contract. The Contractor shall forthwith perform the work as changed in accordance with such Change Order. All work performed pursuant to a Change Order shall be performed in accordance with the terms of this Contract. All Proposed Change Orders shall be submitted for approval by Fort Bend County. No action, acquiescence or inaction by Fort Bend County or any representative of Fort Bend County shall be construed to be a waiver of requirements set forth in this Contract in regard to Change Orders or ratification of a violation of such requirements, and all acts in violation of this provision shall be considered void.
- 14.4.3 Change Order Authorization. Each Change Order shall be signed by Fort Bend County and an authorized representative of the Contractor.
- 14.4.4 Contract Sum Adjustments. The contract sum and the schedule of values shall be adjusted only as a result of a Change Order requiring such adjustment. Any extra work performed without a proper Change Order shall be considered voluntary and not subject to additional compensation. The Contractor shall not be entitled to an adjustment in the contract sum (or a Change Order permitting such adjustment) or to damages as a result of any delays in the Project caused by the acts or omissions of Fort Bend County, provided that this sentence is not applicable to delays that constitute more

Initials of Bidder: 

than 90 days in any 365-day period or cause the Project to be interrupted for a continuous period of 45 days through no fault of the Contractor.

- 14.4.5 When Fort Bend County and the Contractor agree upon the adjustments in the contract sum, the schedule of values, and the final completion date attributable to such adjustment, such agreement will be documented by preparation and if approved by the Fort Bend County Commissioners Court, execution of an appropriate Change Order.
- 14.5 Site Access. Prior to the transfer date, Fort Bend County and the Contractor shall have uninterrupted access to the construction site. Subsequent to the transfer date, Fort Bend County will permit the Contractor, the Engineer, and their representatives and subcontractors to enter upon the Project at times reasonably necessary to complete the punch list items.
- 14.6 Applicable Laws and Regulations. Contractor shall in its performance of the Project comply with all applicable laws and regulations. Any delays in the prosecution of the Project caused by any changes in the laws and regulations or the application or enforcement of the laws and regulations may entitle the Contractor to an extension of time.
- 14.7 Familiarity with Project. The Contractor represents and accepts that it has: (a) visited the property(ies), (b) taken such other steps as may be necessary to ascertain the nature and location of the Project and the general and local conditions which affect the Project or the cost thereof, (c) investigated the labor situation as regards to the Project, (d) examined the property(ies), the obstacles which may be encountered and all other observable conditions having a bearing upon the performance of the Project, the superintendence of the Project, the time of completion and all other relevant matters, and (e) reported to Fort Bend County the results of all of the foregoing. The Contractor represents that it is familiar with all phases of the Project and the matters that may affect the Project or its prosecution under this Contract.
- 14.8 Standard of Performance. The Contractor shall prosecute (or cause to be prosecuted) the Project in accordance with the best efforts for the construction and development of projects similar to the Project in the State of Texas, using qualified, careful, and efficient contractors and workers and in conformity with the provisions of this Contract. The Contractor shall perform the work in a good and workmanlike manner.
- 14.9 Warranty of Contractor. The Contractor warrants to Fort Bend County that: (i) the Contractor possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and the Contractor will use its best efforts to ensure that the services provided under this Contract will be performed, delivered, and conducted in accordance with the best professional standards and in accordance with industry standards, and (ii) the Contractor is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly

Initials of Bidder: 

equipped, organized and financed to perform such work, and (iii) following the date of acceptance of this Contract, the services provided by the Contractor to Fort Bend County will conform to the representations contained in this Contract, including all attachments, schedules and exhibits. All warranties provided by the Contractor in this Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to Fort Bend County.

- 14.10 Contractor's Personnel. Contractor shall employ only competent, skilled personnel for the Project. Prior to the final completion date, the Contractor shall maintain a superintendent who shall be authorized to act on behalf of the Contractor and with whom Fort Bend County may consult at all reasonable times. The superintendent shall not be transferred from the Project without Fort Bend County's consent (which shall not be unreasonably withheld or delayed); provided, however, the superintendent shall not be assigned solely to the Project and shall be entitled to spend reasonable time working on matters unrelated to the Project so long as such work on other matters does not render the superintendent unavailable to the Project or unavailable to Fort Bend County. However, such obligation to furnish the superintendent and such staff personnel shall not be construed (a) to preclude the promotion within the Contractor's organization of any person assigned to the Project or (b) to give rise to any liability of the Contractor if any person assigned to the Project (including, without limitation, the superintendent) leaves the Contractor's employment. If the superintendent is transferred from the Project, Fort Bend County shall have the right to approve the replacement superintendent (which approval will not be unreasonably withheld or delayed). The Contractor, the Architect, and the other subcontractors shall comply with all applicable health, safety, and loss prevention rules of applicable governmental authorities. The Contractor shall, at its own expense, remove from the Project any person who fails to comply with such rules and instructions. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him. Fort Bend County may, upon written notice to the Contractor, require the Contractor to remove an individual immediately from providing services for the following reasons: violation of the terms and conditions of this Contract; violation of Fort Bend County's or the Contractor's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. Fort Bend County may, upon thirty (30) days written notice to the Contractor, require the removal of any individual from providing services without cause.
- 14.11 Inspection. The Project and all parts thereof shall be subject to inspection from time to time by inspectors designated by Fort Bend County. No such inspections shall relieve The Contractor of any of its obligations hereunder. Neither failure to inspect nor failure to discover or reject any of the work as not in accordance with the drawings and specifications or any provision of this Contract shall be construed to imply an acceptance of such work or to relieve the Contractor of any of its

Initials of Bidder: DC

obligations hereunder. Fort Bend County agrees that its right of inspection shall be used reasonably and in a timely manner so as not to delay orderly completion of the Project.

- 14.12 Protection Against Risks. The Contractor shall take all precautions which are necessary and adequate, against conditions created during the progress of the Project which involve a risk of bodily harm to persons or a risk of damage or loss to any property. The Contractor shall regularly inspect all work, materials and equipment to discover and determine any such conditions and shall be responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with all federal, state, and local occupational hazard and safety standards, codes and regulations applicable in the jurisdiction where the Project is being performed. The Contractor shall include the substance of this clause in its entirety in all subcontracts for any work to be performed at the construction site.
- 14.13 Equipment. Except as expressly provided herein to the contrary, the Contractor shall furnish (or cause to be furnished) all construction, transportation, installation, tools, and other equipment and facilities required for the performance of the Project within the times specified herein. Such equipment and facilities shall be serviceable and kept fit for the uses intended. Defective items shall be removed from the construction site promptly and at the Contractor's cost. The Contractor shall schedule (or cause to be scheduled) its other operations so as to not interfere with its duty to timely furnish the necessary equipment and facilities and personnel to operate the same at the times necessary for the orderly completion of the Project.
- 14.14 Materials. Except as may be specifically provided otherwise in the Contract or approved in advance by Fort Bend County, the Contractor shall provide Fort Bend County with copies of material testing reports and to cause all materials, equipment, and fabricated items incorporated in the Project to be new and of a suitable grade of their respective kinds for their intended use.
- 14.15 Delay, Disruption or Hindrance Damages. Contractor and the County contemplate that Contractor's performance may be delayed, disrupted or interfered with by unanticipated causes including but not limited to the following:
- a) Severe and unavoidable natural disasters such as fires, floods, epidemics and earthquakes;
 - b) Abnormal weather conditions;
 - c) Acts or failures to act of the County , third party utility owners or other third-party entities; and
 - d) Acts of war or terrorism.

Contractor and the County agree and stipulate that an extension of the Contract Time shall be the sole remedy of Contractor for delays in performance of the Work, whether or not such delays are foreseeable, except for delays caused solely by acts of

the County that constitute fraud, intentional misrepresentation, gross negligence, intentional arbitrary or capricious acts and/or omissions or intentional interference with Contractor's performance of the Work and then only to the extent such acts continue after Contractor notifies Owner in writing of such conduct. For delays caused by any act(s) other than fraud, intentional misrepresentation, gross negligence, intentional arbitrary or capricious acts and/or omissions or intentional interference with Contractor's performance of the Work Contractor shall not be entitled to any compensation or recovery of any damages including, without limitation, those damages prohibited or limited in Sections 14.15.1 – 14.15.8 below. The County's exercise of any of its rights or remedies under the Contract including, without limitation, ordering changes in the Work or directing suspension, rescheduling, or correction of the Work, in response to any breach or failure by the Contractor to comply with the terms of the Contract Documents or the Contractor's obligations arising therefrom, shall not be construed as intentional interference with Contractor's performance of the Work regardless of the extent or frequency of the County's exercise of such rights or remedies.

Without limiting the foregoing, except as otherwise expressly provided in this agreement in calculating the amount of any claim recoverable by Contractor, the following limitations on the recovery of damages shall apply:

- 14.15.1 No indirect or consequential damages will be allowed.
- 14.15.2 No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated losses of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.
- 14.15.3 Damages, to the extent recoverable, are limited to the additional, actual costs specifically shown to have been directly incurred by the Contractor and solely caused by the proven wrong.
- 14.15.4 No damages will be allowed for home office overhead or other home office charges.
- 14.15.5 No exemplary damages or unjust enrichment damages shall be recoverable.
- 14.15.6 No recovery of attorney's fees shall be recoverable except as expressly permitted under the Agreement.
- 14.15.7 No profit will be allowed on any damage claim, except as expressly recoverable under the Agreement as Fee on Cost of the Work incurred.
- 14.15.8 Notwithstanding any other damage limitation herein the County and the Contractor recognize the delays, expense, and difficulties involved in

proving in a legal or arbitration proceeding the actual loss suffered by the Contractor if the County is found to have intentionally interfered with Contractor's performance of the Work by fraud, misrepresentation, gross negligence, or intentional arbitrary or capricious acts and/or omissions. Accordingly, instead of requiring any such proof, the County and the Contractor agree that as liquidated damages (in lieu of any other remedy or damages) for delay, disruption or hindrance (but not as a penalty) the County shall pay the Contractor \$250.00 for each day that a court of competent jurisdiction finds the County's conduct referenced in Section 14.15 (above) is the sole cause of Contractor's delay in completing the Work.

15.0 AGREEMENT TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT:

To the maximum extent allowed by law, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration under the Federal Arbitration Act, 9 U.S.C. § 1, et seq. administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. For cases in which the amount in controversy is less than \$250,000, there shall be no discovery other than an expeditious and complete exchange of documents relative to the dispute. For cases in which the amount in controversy is between \$250,000 and \$1,000,000, there shall be no discovery except for an expeditious and complete exchange of such documentary information and up to three (3) depositions per side (including expert depositions, if any). For cases in which the amount in controversy exceeds \$1,000,000, there shall be no discovery except for an expeditious and complete exchange of such documentary information up to five (5) depositions per side (including expert depositions, if any). No formal interrogatories, request for admissions or formal request for production of documents shall be allowed in the arbitration process. The hearing on the merits will be completed no later than ninety (90) days after the initial demand for arbitration is made for disputes involving amounts in controversy of up to \$250,000; no later than no later than one hundred twenty (120) days after the initial demand for arbitration is made for disputes involving amounts in controversy of between \$250,000 and \$1,000,000; and, no later than three hundred sixty five (365) days after the initial demand for arbitration is made for disputes involving amounts in controversy of over \$1,000,000.

16.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 16.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 16.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas

Initials of Bidder: 

Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

17.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

18.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

19.0 PREVAILING WAGES:

This project is not subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. Single family housing is exempt.

20.0 PERMITS:

It shall be the sole responsibility of the successful bidder to obtain all required permits in the name of Fort Bend County. See Section 38.2 for additional information.

21.0 TERMINATION:

21.1 Fort Bend County may terminate the Contract for cause if the Contractor:

21.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.

21.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.

21.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.

21.1.4 Otherwise commits substantial breach of a provision of the Contract Documents.

21.2 When any of the above reasons exists, Fort Bend County may, without prejudice to any other rights or remedies of Fort Bend County and after giving the Contractor and

Initials of Bidder: 

the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

21.2.1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.

21.2.2 Finish the Project by whatever reasonable method Fort Bend County may deem expedient.

21.2.3 When Fort Bend County terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Project is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

21.3 Termination for Convenience of Fort Bend County.

Fort Bend county reserves the right, without breach, to terminate the Contract prior to, or during the performance of the Work, for any reason. Upon such an occurrence, the following shall apply.

21.3.1 The County will notify Contractor in writing of the county's determination to terminate the contract for convenience and the effective date of the Contract termination. The notice may also contain instructions necessary for the protection, storage or decommissioning of incomplete work or systems, and for safety.

21.3.2 Upon receipt of the notice of termination, Contractor shall immediately proceed with the following obligations, regardless of any dispute in determining or adjusting any amounts due at that point in the Contract:

21.3.2.1 Stop all work.

21.3.2.2 Place no further subcontracts or orders for materials or services.

21.3.2.3 Terminate all subcontracts for convenience.

21.3.2.4 Cancel all materials and equipment orders as applicable.

21.3.2.5 Take appropriate action that is necessary to protect and preserve all property related to the Contract which is in the possession of Contractor.

21.3.2.6 When the Contract is terminated for Owner's convenience, Contractor may recover from Owner payment for all Work executed. Contractor may not claim lost profits or lost business opportunities.

- 21.4 Settlement on Termination. When the Contract is terminated by the County under 15.3, at any time prior to one hundred eighty (180) days after the effective date of termination, Contractor shall submit a final termination settlement proposal to the County based upon recoverable costs as provided under the Contract. If Contractor fails to submit the proposal within the time allowed, the County may unilaterally determine the amount due to Contractor because of the termination and pay the determined amount to Contractor.

22.0 COMPLETION, TRANSFER, & ACCEPTANCE:

- 22.1 Final Completion. Upon the occurrence of the final completion date, the punch list items shall be promptly commenced and thereafter completed within thirty (30) days after final completion.
- 22.2 Transfer and Acceptance. Upon the occurrence of final completion, care, custody and control of the Project shall pass to Fort Bend County. As referenced herein, the "Transfer Date" shall mean the date on which the care, custody and control of the Project passes to Fort Bend County. Subsequent to the Transfer Date all risk of loss with respect to the Project shall be by Fort Bend County and the Contractor shall be thereafter obligated to cover the Project with their Insurance.

23.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:

- 23.1 Fort Bend County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as Fort Bend County may determine.
- 23.2 An adjustment shall be made for increase in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:
- 23.2.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.
- 23.2.2 That an equitable adjustment is made or denied under another provision of this Contract.
- 23.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

24.0 INDEPENDENT CONTRACTOR:

The Contractor shall be an independent contractor and any provisions of this Contract that may appear to give Fort Bend County the right to direct the Contractor as to the details of the manner of doing the Project shall be deemed to mean that the Contractor shall follow the desires of Fort Bend County in the results of the Project only and not in the means whereby the Project is to be

accomplished. The Contractor shall be responsible as to the details of completing the Project. Neither the agents, representatives, nor employees of the Contractor, shall be deemed to be the agents, representatives, or employees of Fort Bend County. The Contractor further represents that it accepts a fiduciary role and responsibility with respect to Fort Bend County and will, to its best abilities, act in the best interests of Fort Bend County and the timely completion of the Project. The Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of Fort Bend County except and unless specifically authorized in writing by Fort Bend County to do so. The Contractor shall furnish construction administration and management services and use the Contractor's best efforts to complete the Project in an expeditious and economical manner consistent with the interests of Fort Bend County.

25.0 NOTICE

- 25.1 All written notices, demands, and other papers or documents to be delivered to Fort Bend County under this Contract shall be delivered to the Community Development Department, 301 Jackson, Richmond, Texas 77469, or at such other place or places as Fort Bend County may from time to time designate by written notice delivered to the Contractor. For purposes of notice under this Contract, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Richmond, Texas 77469, Attention: County Judge.
- 25.2 All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be delivered to the Authorized Representative identified in the Contract documents or such other place or places as the Contractor may designate by written notice delivered to Fort Bend County.

26.0 RECORDS:

- 26.1 Fort Bend County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to the Contract by Contractor.
- 26.2 The Contractor agrees to maintain and preserve for a period of at least five years after the earlier of the expiration of the defects period or termination of this Contract, accurate and complete records relating to the performance of the Project. The Contractor agrees to, upon request, provide Fort Bend County with such records.

27.0 SUCCESSORS & ASSIGNS:

- 27.1 Fort Bend County and the Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.
- 27.2 Neither Fort Bend County nor the Contractor shall assign, sublet or transfer its

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interest in this Contract without the prior written consent of the other.

- 27.3 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

28.0 PUBLIC CONTACT:

Contact with the news media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of Fort Bend County. Under no circumstances, whatsoever, shall Contractor release any material or information developed in the performance of its services hereunder without the express written permission of Fort Bend County, except where required to do so by law.

29.0 MODIFICATIONS:

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

30.0 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 bid.

31.0 SEVERABILITY:

In the event one or more of the provisions contained in these requirements or the specifications shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and these requirements or the specifications shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

32.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this Contract. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these

items at cost.

23.0 ENTIRE AGREEMENT:

The Parties agree that this Contract contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Contract. By entering into this Contract, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

34.0 APPLICABLE LAW & VENUE

This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas, and that venue for any litigation arising out of or related to this Contract shall lie solely in the court of appropriate jurisdiction located in Fort Bend County, Texas.

35.0 AWARD:

This contract will be awarded to the overall lowest and best bid meeting specifications and requirements.

36.0 VENDOR STATUS:

The awarded vendor is required to hold an active status on the SAM.gov website <https://sam.gov/content/home>, along with the Texas Comptroller Taxable Entity website <https://mycpa.cpa.state.tx.us/coa/>

37.0 FEDERAL CLAUSES:

See Attachment B.

38.0 SPECIFICATIONS AND REQUIREMENTS OF SERVICE:

Fort Bend County (County) requires the services of one (1) qualified contractor to provide, but is not limited to; demolition, hazardous materials abatement, debris removal/hauling and site restoration of seven (7) residential properties. These specifications describe the County's minimum requirements. The County does not guarantee the potential quantities of properties or abatements of this contract. Contractor will provide all labor, equipment, and materials needed to capture, remove, haul, and dispose of materials, and site restoration. Requested work will generally fall within three phases: (a) Asbestos and hazardous material abatement, removal and disposal. (b) Demolition of structures and debris removal, including hauling, and disposal, and (c) Site grading and restoration. Contractor shall provide pricing based on the unit of measure for property listed in Section 40.0, including any specialized procedures, tools, or additional step(s) involved in each line item. Contractor may submit notations based on knowledge or expertise. The following requirements and specifications shall be

Initials of Bidder: 

in addition to other provisions contained herein and shall supersede other requirements where applicable.

- 38.1. DEMOLITION/WORK PLAN: Contractor must provide a work plan to County staff for approval before the notice to proceed will be issued. The work plan must include documentation of compliance with the National Environmental Policy Act (NEPA) and other applicable environmental review requirements. The plan shall also include a spill response plan, detailing steps to contain and report any spills, ensuring compliance with environmental regulations. The contractor must coordinate with Community Development staff to review any mitigation measures and to ensure that all necessary documentation is in place before starting work.

The contractor must always maintain a spill kit on-site, particularly near areas designated for hazardous material storage.

The following information shall be included in the plan (which may further be refined if needed):

38.1.1. Site sketch (on aerial photo) including:

- a. Site access plan;
- b. Approximate limits of work/disturbance;
- c. Improvements or tree/vegetation designated to remain and/or to be protected;
- d. Equipment staging location including dumpsters, trucks, loaders and "set-aside" area for household hazardous waste, electronic waste, etc.
- e. Site access to staging area, debris areas and improvements, and into/across streambed, if applicable;
- f. Erosion Control Plan (if applicable);

38.1.2. Traffic Control Plan (if applicable);

38.1.3. Description of the haul trucks/trailers with identifiers for the project site with bed dimensions and volume calculations for each vehicle;

38.1.4. Destination(s) of debris, including haul routes and distances;

38.1.5. Safety considerations related to the project site/scope;

38.1.6. Hazardous materials abatement plan and schedule;

38.1.7. Schedule and estimated completion date for all services requested;

38.1.8. Environmental compliance documentation for any mitigation measures;

38.1.9. A detailed timeline for each phase of work;

38.1.10. Communication – Contractor must direct any/all inquiries or comments from the public, news media, etc. regarding this contract to Fort Bend County project manager immediately.

38.2. SITE ASSESSMENTS AND PERMITS:

38.2.1. Before beginning any work, Contractor must conduct thorough site assessments, identifying potential hazards and verifying utility disconnections.

38.2.2. All protected trees are to remain undisturbed on the property. Before the project starts, construction fencing materials will be placed around the drip line, with a minimum circumference equal to the tree canopy. Fencing shall remain until completion of demolition, grading, and seeding.

38.2.3. Acceptable methods and materials to prevent erosion and/or illicit discharge or dumping into adjacent waterways, stormwater systems, or similar shall be installed before the start of each project and removed only after County staff has final approved site conditions. A formal Storm Water Pollution Prevention Plan (SWPPP) will not be required unless applicable laws or regulations require it.

38.2.4. A Floodplain Development Permit will be required if work (i.e., site grading landscaping, structure removal) is to be conducted in the 100/500- year floodplain.

38.2.5. Contractor is responsible for obtaining all necessary permits and pay all applicable fees (such as demolition permit, floodplain development permit (if applicable), and environmental permit related to hazardous materials abatement and disposal.

38.2.6. Submit copy of permits and licenses to County staff before the project starts. Ensure the permit application lists Fort Bend County as applicant.

38.2.7. Roll-off containers/dumpsters designed for placement on-site for the disposal of debris and refuse must be on-site before the start of the project.

38.3. CONTRACTOR QUALIFICATIONS:

38.3.1. All contractors must be cleared via a search at each of the web addresses below to ensure contractor is in good standing and has not been debarred from receiving state or federal funds.

Texas Comptroller's Vendor Performance Program at:

Initials of Bidder: 

<https://comptroller.texas.gov/purchasing/> and the U.S. General Services Administration at: <https://sam.gov/> .

NOTE: It is the sole responsibility of the prime contractor to verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal tax number, debarment and state licensing requirements.

38.3.2. Project Manager shall: have a minimum of three (3) years experience within the last five (5) years in supervising similar projects, as well as, be a permanent staff employee and shall serve as the primary point of contact for County staff.

38.3.3. Asbestos abatement supervisor, worker and transporters must be currently licensed under TAC.

38.3.4. All personnel must have:

38.3.4.1. a minimum of two (2) years experience within the last five (5) years in performing service requirements specified within this solicitation;

38.3.4.2. the ability to communicate and work effectively with County staff concerning any required services.

38.4. SERVICE REQUIREMENTS:

38.4.1. Demolish and dispose of above-ground structures, related appurtenances, and debris located on properties listed herein. As a minimum, the following shall be included, but may not be limited to buildings, piers, concrete steps and porches, slabs/foundations, footings, driveways, tires, fences, shrubs, and swimming pools.

38.4.2. All debris shall be disposed of in accordance with local, state, and federal environmental laws and regulations. Special and hazardous waste must be handled and removed according to applicable state law(s). Contractor must submit the disposal manifest to the Fort Bend County representative.

38.4.3. Recover all refrigerants from appliances in accordance with all applicable laws prior to demolishing the improvement if applicable.

38.4.4. Explosives shall not be used in the work except by prior written permission of Fort Bend County.

38.4.5. No burning or burying of disposal items is permitted within the project site.

Initials of Bidder: 

- 38.4.6. Demolition work shall be kept thoroughly wet to prevent dust spread. Contractor shall provide water and necessary connections thereof.
- 38.4.7. Existing structures must be demolished on-site and cannot be relocated to any other site.
- 38.4.8. Remove all fences. Exception: Do not remove fences that are adjoined to property owned by other individuals who want the fence to remain in place.
- 38.4.9. Contractor is responsible for the containment of all material/refuse during transportation to/from the disposal sites.
- 38.4.10. Disposal and disposition manifest must be completed and submitted to county staff before payment will be issued.
- 38.4.11. Contractor must have a thorough knowledge of the demolition and debris removal regulations, including disposal of any hazardous materials if found on site. All contaminant material must be disposed of at a permitted facility. The contractor must submit all shipping manifests showing the means of transportation, the receiving party, location and disposition. In addition, before removal from the site, the contractor must verify the volume of contaminant material.
- 38.4.12. If the structure is believed to have been constructed before 1978, the contractor may be required to provide a lead-based paint report to the County unless a report of prior clearance of lead-based paint is available for the property or justification is provided to support the property as clear of lead-based paint adequately.
- 38.4.13. All applicable federal, state and local guidelines must be followed for asbestos removal and disposal if asbestos is present. If appropriate, the contractor will be responsible for submitting asbestos report to County Staff.
- 38.4.14. Swimming pools must be demolished, removed and backfilled according to state and local regulations. A "pass" inspection report must be submitted to County staff before payment will be issued. For the applicable pricing, measurements shall be length times width times the approximate depth.
- 38.4.15. Mobile home must be disposed of in accordance with state and local regulations. Disposal receipts must be submitted to County staff before payment is requested.
- 38.4.16. Measurement for pricing per square foot of structure shall be measured as length times width per floor or level of structure as recorded with the County of Record.

- 38.4.17. The project site must be graded smooth using fill dirt if necessary and slope to drain. Voids will not be allowed, and the Contractor shall compact ground to fill below-grade areas – spread a mixture of 50% ryegrass and 50% Bermuda grass seed over the cleared and disturbed area. Voids filled and grading completed shall create positive drainage and not allow for pooling or ponding of water at any place on the property. When finished, the project site must be return to a natural state without man-made objects or materials.
- 38.4.18. Before the project is considered complete and final payment can be issued, Fort Bend County must receive at least two clear pictures of the structure/site, one at the work-in-progress stage and one at completion.
- 38.4.19. Properly notify utility providers of the pending demolition and request disconnection of all utility services in accordance with the rules and regulations governing the utility involved. The contractor is responsible for the cost associated with any disconnect order request. Proof of disconnection of all utilities must be submitted to County staff.
- 38.4.20. Properly cap all sanitary sewer openings and remove/fill septic tanks in accordance with state and local regulations.
- 38.4.21. Permanently cap all water wells by pulling all pumps and pipes and plugging the well in accordance with state and local regulations & specifications. Must submit “pass” inspection report to County staff.
- 38.4.22. Contractor is expected to perform all work competently and professionally. Any damage to the County or citizen's building/facility that is not included in the project, either direct or indirect, resulting from the contractor or their employees must be repaired fully and entirely at the cost to the contractor, including work, materials, and any litigation fees that may be incurred to recover the cost of such damages not repaired or not repaired in a workmanlike manner.
- 38.4.23. The County assumes but makes no guarantee of access conditions at properties.
- 38.4.24. Contractor is expected to have available equipment to ensure efficient demolition/removal regardless of numerous unknown environmental variables that may restrict height, width, or weight clearances and competent knowledge of the methods, tools, and techniques employed in this trade. Copies of all permits must be submitted to County staff prior to work commencement.
- 38.4.25. Contractor shall include the following information in a cover letter to describe the experience and capability of the company (these factors may be

Initials of Bidder: 

evaluated to determine contractor's capability as a supplier): Introduce the company; include capabilities and underlying philosophy of the company in providing the requested service; list of equipment and personnel available.

Experience List:

- Include at least three (3) governmental entities with which your company has completed similar work within the last three years. The County reserves the right to confirm. Include a contact name, phone number, email address, and location address of the demo project.
- Describe the firm's experience in the last thirty-six (36) months performing services contracts of similar size and scope.
- Confirm that employees are qualified to perform the work.
- If portions of the work are to be sub-contracted, provide tasks to be performed and information of sub-contractor shall be furnished.

38.4.26. The County reserves the right to use other vendors when it is deemed to be in its best interest to do so, as in the following examples:

- Service and/or quality of product is not acceptable (does not meet specifications).
- Service/product is unavailable on the day it is needed or within specified requirements.

38.4.27. Limit hours of operation to Monday through Friday during the hours of 7:00 am to 6:00 pm. Special hours of operation, including weekends and holidays, outside the regular hours, must be approved by the County.

38.4.28. Contractor shall not close or obstruct any streets, sidewalks, alleys or passageways unless specifically authorized in writing by the County. No materials shall be placed or stored in streets, alleys or passageways. The contractor shall conduct his/her operations as to interfere as little as possible with the use ordinarily made of any roads, streets, alleys, driveways, sidewalks nearby.

38.4.29. Contractor shall remove all debris and equipment and dispose of all material from the project site and leave the ground in a clean and neat condition, as demolition of each structure is completed.

38.5 PRE-CONSTRUCTION CONFERENCE:

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of Fort Bend County, and other interested parties convened by the County. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Section 3 compliance, Equal Employment Opportunity.)

**CONTRACT SHEET
B24-055**

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 14 day of January, 20 25,
(date approved in Commissioners Court)
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
RNDI Companies, Inc

(company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Residential Demolition Services for 2016DR Buyout Properties** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

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

Executed at Richmond, Texas this 17th day of December 20 24.

Fort Bend County, Texas

By: KP George
County Judge K P George

By: Diana Cross
Signature of Contractor

By: Diana Cross - President
Printed Name and Title

Fund available totaling \$97,871.00

Pdrt E. Sturken

Fort Bend County will provide the successful bidder with the date, time, and place of the conference.

38.6 ADDITIONAL DETAILS AND CONSIDERATIONS:

Discovered Cultural Resources: If any cultural or historical resources are discovered during work, the contractor must cease operations immediately and notify County staff. The contractor must follow all federal and state guidelines for the protection and preservation of these resources. Contractor personnel must be trained on how to identify and handle potential cultural resources.

USFWS Compliance: The contractor must comply with USFWS guidelines for protecting endangered species and habitats. A Wildlife Protection Plan must be included in the Work Plan, outlining specific measures to minimize impact on local wildlife.

39.0 SITE SPECIFIC CONDITIONS:

The site-specific conditions are included in the attached environmental reviews. See Attachment A. Vendor shall review these conditions prior to providing their bid submittal and ensure their pricing accounts for all cited conditions.

40.0 PRICING:

Vendor must complete pricing per address and provide the grand total below. Bid Prices are all-inclusive. No additional fees will be paid by the County. Vendor must bid on all addresses listed below.

Bid Prices for Bid 24-055 Residential Demolition Services for 2016DR Buyout Properties								
Address	Type	Pool	Water Well	Septic Tank	*Square Footage (living area)	Abatement Price	Demolition Price	Extended Total
14205 Blidel Rd. Thompsons, TX 77471	brick house	No	Yes	Yes	3042	\$9,850.00	\$15,210.00	\$25,060.00
715 San Carlos Rosenberg TX 77471	no house	No	Yes	Yes	vacant lot	\$0	\$4,560.00	\$4,560.00
610 Cay Rd Rosenberg, TX 77471	no house	No	Yes	Yes	vacant lot	\$0	\$6,330.00	\$6,330.00
614 Cay Rd. Rosenberg, TX 77471	mobile home	No	Yes	Yes	1568	\$6,300.00	\$7,840.00	\$14,140.00
716 Perry Rd. Rosenberg, TX 77471	house	No	Yes	Yes	1152	\$6,390.00	\$5,760.00	\$12,150.00
408 7th Street Rosenberg, TX 77471	house	No	Yes	Yes	946	\$3,740.00	\$5,676.00	\$9,416.00
36721 Buckboard Simonton, TX 77485	house	Yes	Yes	Yes	3745	\$7,490.00	\$18,725.00	\$26,215.00
							Grand Total:	\$97,871.00
(*Square footages are as shown on tax records unless noted, contractor is responsible for verification.)								

Initials of Bidder: 



14518 Hempstead Hwy #4Z
Houston, TX 77040
Phone: (713) 928-1697
Fax: (713) 513-5285
Diana@RNDICompanies.com

Jaime Kovar, County Purchasing Agent,
Fort Bend County
Travis Annex
301 Jackson Suite 201
Richmond, TX 77469

RE: B24-055 Residential Demolition Services for 2016DR Buyout Properties

References

- 1) Harris County Public Health
Mohamed Jabie – Nuisance Abatement Coordinator
1111 Fannin St Houston, TX 77002
832-840-1274 – Mohamed.jabie@phs.hctx.net
- 2) University of Houston
Arnold Villarreal – Principal Project Manager
713-743-0490 (O) 713-922-3232 (C) - Avillar6@central.uh.edu
- 3) City of Dallas – Central Wastewater Treatment Plant
Fritz Hurst - Engineer
1020 Sargent RD Dallas, TX 75203
214-683-7600 - Fritz.hurst@dallas.gov

Sincerely,

A handwritten signature in black ink, appearing to read "Diana Cross", written over a horizontal line.

Diana Cross
President

RNDI LICENSE AND CERTIFICATIONS

Texas Department of State Health Services

RNDI COMPANIES INC

is certified to perform as a:

Asbestos Abatement Contractor

as the State of Texas and its boards governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1904 and Title 12, Texas Administrative Code, Chapter 279 relating to Texas Environmental Lead Industries, as long as the license is not suspended or revoked.

License Number: 88929 Expiration Date: 07/26/2027

Control Number: 97261

James Shadoff, M.D., MPH
Commissioner of Health (Valid After Expiration Date)

VOID IF ALTERED - NOT REPRODUCIBLE SEE BACK

Texas Department of State Health Services

RNDI COMPANIES INC

is certified to perform as a:

Asbestos Transporter

as the State of Texas and its boards governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1904 and Title 12, Texas Administrative Code, Chapter 279 relating to Texas Environmental Lead Industries, as long as the license is not suspended or revoked.

License Number: 88708 Expiration Date: 09/15/2025

Control Number: 97269

James Shadoff, M.D., MPH
Commissioner of Health (Valid After Expiration Date)

VOID IF ALTERED - NOT REPRODUCIBLE SEE BACK

Texas Department of State Health Services

RNDI COMPANY INC

is certified to perform as a:

Lead Firm

as the State of Texas and its boards governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1904 and Title 12, Texas Administrative Code, Chapter 279 relating to Texas Environmental Lead Industries, as long as the license is not suspended or revoked.

Certificate Number: 710539 Expiration Date: 12/14/2024

Control Number: 7416

James Shadoff, M.D., MPH
Commissioner of Health (Valid After Expiration Date)

VOID IF ALTERED - NOT REPRODUCIBLE SEE BACK

NETRCA Disadvantaged Business Enterprise (DBE)
RNDI Companies, Inc.

RNDI Companies, Inc.

has filed with the Agency an Affidavit as defined by NCTREDA Disadvantaged Business Enterprise (DBE) 49 CFR Part 26 and is hereby certified to provide services in the following areas:

NAICS 562112: HAZARDOUS WASTE COLLECTION
NAICS 562910: REMEDIATION SERVICES

This Certification commences May 24, 2022 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Issued Date: May 24, 2022
CERTIFICATION NO. HF082015506523

James Shadoff, M.D., MPH
Commissioner of Health

Certification Administrator

TEXAS DEPARTMENT OF LICENSING AND REGULATION
P.O. Box 12187
Austin, Texas 78711-2187
1-800-653-9232 (512) 463-6599
www.tdlr.texas.gov

If you cut around the border of the license it will fit in a standard 5" x 7" frame

HAZARDOUS WASTE COLLECTION

DIANA CROSS
319 E INTERSTATE 30 STE 197
ROCKWALL, TX 75087-5468

Rocky Edwards
Chairman

Thomas J. Butler
Vice Chairman

James Shadoff, M.D., MPH
Nancy L. Lefkowitz
Suzanne J. Lefkowitz
Lynn M. Hight, M.A., N.T. Hight
Garry J. Wessum, J.D., M.S.

Mold Remediation Company
RNDI COMPANIES, INC.
311 E INTERSTATE 30 #1 ROCKWALL

License Number: RCO0263
The entity named above is licensed by the Texas Department of Licensing and Regulation.
License Expires: September 25, 2026

Executive Director

NETRCA Small Business Enterprise (SBE)
RNDI Companies, Inc.

RNDI Companies, Inc.

has filed with the Agency an Affidavit as defined by NCTREDA Small Business Enterprise (SBE) Policies & Procedures and is hereby certified to provide services in the following areas:

NAICS 562112: HAZARDOUS WASTE COLLECTION
NAICS 562910: REMEDIATION SERVICES

This Certification commences October 2, 2024 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: October 31, 2026
Issued Date: October 2, 2024
CERTIFICATION NO. HF 888352061026

James Shadoff, M.D., MPH
Commissioner of Health

Certification Administrator

NETRCA Minority Business Enterprise (MBE)
RNDI Companies, Inc.

RNDI Companies, Inc.

has filed with the Agency an Affidavit as defined by NCTREDA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide services in the following areas:

NAICS 562112: HAZARDOUS WASTE COLLECTION
NAICS 562910: REMEDIATION SERVICES

This Certification commences October 2, 2024 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: October 31, 2026
Issued Date: October 2, 2024
CERTIFICATION NO. HFMB353291026

James Shadoff, M.D., MPH
Commissioner of Health

Certification Administrator

Texas Historically Underutilized Business (HUB) Certificate

HUB

Certificate/ID Number: 1202914905600
Approval Date: May 24, 2024
Scheduled Expiration Date: May 24, 2028

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

RNDI Companies, INC. DBA N/A

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed May 24, 2024, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for large agencies and institutions of higher education universities to be created for doing this business as a HUB, they must send payment within the Certificate/ID Number identified above. Agencies, universities and private institutions are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet <https://mycpa.cpa.state.tx.us/portal/submitHUBinfo.asp> or by contacting the HUB Program at 512-463-5872 or toll free in Texas at 1-888-663-5887.

NETRCA Minority Business Enterprise (MBE)
RNDI Companies, Inc.

RNDI Companies, Inc.

has filed with the Agency an Affidavit as defined by NCTREDA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide services in the following areas:

NAICS 562112: HAZARDOUS WASTE COLLECTION
NAICS 562910: REMEDIATION SERVICES

This Certification commences October 2, 2024 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: October 31, 2026
Issued Date: October 2, 2024
CERTIFICATION NO. HFMB353291026

James Shadoff, M.D., MPH
Commissioner of Health

Certification Administrator



Texas SHARE
Your Public Sector Solutions Center

REGION 7
EDUCATION SERVICE CENTER

STATEMENT OF QUALIFICATIONS
AND
PAST PERFORMANCE

PREPARED BY:



STATEMENT OF QUALIFICATIONS

INTRODUCTION

RNDI Companies, Inc. (RNDI) is a minority woman-owned small business that is a financially sound, environmental remediation and demolition company. Our team stays on the edge of innovative techniques and procedures to conquer environmental and demolition problems for our customers. Our team is driven to be the best when solving environmental and demolition issues with safety and effectiveness at the forefront of our operations. RNDI's goal is to complete the job right the first time, on time and within budget. RNDI is a certified Women's Business Enterprise (WBE), Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), and Historically Underutilized Business (HUB).

RNDI offers a wide variety of remediation and disposal services for government agencies, commercial entities, and private entities. RNDI is ideally suited to provide environmental services throughout the State of Texas. We have offices located all throughout the State of Texas including Dallas, Rockwall, Fort Worth, and Houston. RNDI is bonded and fully insured, allowing our team to provide necessary remediation and disposal services. Our team can provide all required documentation to satisfy all local, state, and federal government agency's requirements.

RNDI has the experience to assist you in projects, funding projects through our "Inter-local Agreement" with the City of Dallas. RNDI can provide you with our contractual information upon request, please do not hesitate to reach out to us if you require any additional information. RNDI strives to meet the needs of the client and has developed numerous tools to do so. RNDI can also provide other purchasing tools with Intergovernmental Cooperative Purchasing Agreements, such as the ones with the City of Dallas, City of Garland, Dallas Independent School District, Dallas Area Rapid Transit, Texas Department of Transportation, and many other governmental entities throughout the State of Texas. We are also a part of Buy Board Cooperative Purchasing and ESC 18 Educational.

RNDI offers a full range of environmental remediation and demolition services including:

Asbestos Abatement	Lead & Lead Paint Remediation
Structural Demolition	Mold Remediation
Hazardous Waste	Disaster Recovery
Transportation	Property Restoration
Hazardous Waste Disposal	Air & Water Pollution

FIRM ESTABLISHMENT

RNDI Companies, Inc. was established in 2005 by President Diana Cross. Diana saw a need for a full-service environmental engineering and construction company that could provide all customers with exceptional services at an affordable price.

CORPORATE OVERVIEW

RNDI Companies, Inc. is a general contracting company offering specialized trade services such as demolition, asbestos, lead, and mold abatement, environmental remediation, solid & hazardous waste removal, renovation, and general construction. RNDI holds many certifications including Historically Underutilized Business (HUB), Disadvantaged Business Enterprise (DBE), Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), and Small Business Enterprise (SBE). RNDI has expertise in multiple areas of construction; we specialize in different projects ranging from hospitals, power plants, high-rise office towers, commercial, industrial, and governmental facilities, and historic building renovations. Like in all our contracts, anything else that may arise unexpectedly throughout the duration of the contract can be handled by us. In the past, RNDI has had the pleasure of working with many local government entities like DART, DISD, DFW Airport Board, and Dallas Housing Authority (DHA), Lockheed Martin, City of Irving, City of El Paso, City of Corinth, City of Freeport, City of Fate, City of Fort Worth, City of Garland, City of Grand Prairie, Keller ISD, City of Plano, Tarrant County, Texas Military, Texas A&M Commerce and many more.

RNDI also reaches down to the Houston/Harris County area where we have had contracts with the Metropolitan Transit Authority of Harris County (METRO), Harris County, Port of Houston, Port of Corpus Christi, Goose Creek ISD, Vidor ISD, Killeen ISD, University of Houston, and the City of Houston. When you work with RNDI you know that you are working with a company that has over 25 years of experience in the construction industry, and whose main goal is to get your project completed in a safe, cost-efficient, and timely manner.

LICENSES AND CERTIFICATIONS

City of Houston HFH

METRO Certification

Asbestos Abatement Contractor

Asbestos Transporter

TIPS

TCEQ

Mold Remediation Company

Lead Firm

NCTRCA Certifications (SBE, DBE,
WBE, MBE)

HUB

SAM's

Hire Houston First

TexShare



PROJECT EXPERIENCE

RNDI Companies, Inc. (RNDI) has performed many projects involving mold, asbestos, lead abatement, demolition, and construction for many cities, school districts, hospitals, airports, and many other Governmental Agencies.

Currently, RNDI Companies, Inc. has been approved by Houston City Council as a Pre-Qualified Asbestos and Lead Abatement, Mold and Soil Remediation, Demolition, and Petroleum Storage Tank Removal Contractor, and to be on the Approved Hire Houston First Program and Chapter 15, Article XI of the City of Houston's Code of Ordinances. RNDI has completed many fully Bonded Projects contracted by Metro, directly and indirectly working with Washington Group, Houston Rapid Transit (HRT), jobs such as the North, East, and South East corridors, and many other properties, involving different contracts that involved several demolition projects.

RNDI Companies, Inc. has completed many demolition projects for high-profile clients, such as the Department of Defense (DoD), Texas National Army Guard, Texas Department of Transportation (TxDOT), North Texas Tollway Authority (NTTA), Dallas Area Rapid Transit (DART), Dallas County, and many school districts such as Dallas Independent School District (DISD), and many others. All these contracts were fully bonded and Indefinite Delivery Indefinite Quantity (IDIQ) type contracts, where each project would contain multiple structures and multiple properties for demolition activities.

Some of our Satisfied Clients:

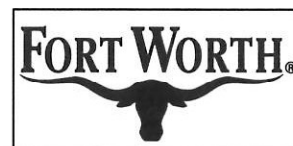
City of Dallas
1500 Marilla St,
Dallas, TX 75201



Garland Power &
Light
13835 County Rd 489,
New 173



City of Fort Worth
200 Texas St,
Fort Worth, TX 76102



City of Grand Prairie
300 W Main St,
Grand Prairie, TX
75053



City of Irving
825 W Irving Blvd,
Irving, TX 75060



Rockwall ISD
1050 Williams,
Rockwall, TX 75087



PREVIOUS PROJECTS:

Client: City of Dallas
1500 Marilla St. #3FS
Dallas, TX 75201

Code Compliance Department - Project Description: Asbestos abatement and demolition of several properties throughout the City of Dallas. RNDI has completed numerous properties and continues to perform asbestos abatement and demolitions for the City of Dallas. This project has been fully bonded for \$11,833,286.00. On going project since 2014.



Before



After



Before



After

Parks and Recreation Department – Project Description: Clean-up and disposal of 276 acres located in the Fair Oaks area of Dallas. All debris, brush, homeless tents, tires and so on were removed and disposed of. Contract Amount: \$376,000.00. Completed July 2022



408 S Harwood and 312/314 S Harwood – Asbestos Abatement – Historical Preservation: ACM Removal and lead based paint removal. Built in 1937, 6 stories high. Contract Amount: \$387,660.00. Completed April 2022



Juanita Craft Civil Rights House – 2618 Warren Ave Dallas, TX 75215 – Mold Restoration – Historical Preservation – Project Description: Mold remediation of 1300 sq ft home built in 1902. Amount: \$15,119.00

6920 & 6930 Harry Hines Blvd Dallas, TX – Asbestos Abatement and Demolition of Abandoned Buildings – Asbestos Abatement and Underground storage tank removal. Amount: \$297,418.00



MLK Recreation Center – Storm Damages: Water damage restoration, remove buckled gym floor, replace sheet rock walls and ceilings. Contract Amount: \$227,978.80. Completed: July 2021

Trinity River Audubon Mold Remediation – Storm Damages: replace sheet rock walls and ceilings, replace all fixtures in restrooms including tiles walls and floors. Contract Amount: 297,418.00. Completed: June 2021

Shakespeare in the Park – Storm Damages: Remove all VCT tile, please all fixtures in bathrooms to hands free, replaced damaged sheet rock. Contract Amount: \$573,496.40. Completed: August 2021

Keeton Park Golf Course – Project Description – Renovations. Amount: \$197,606.00

12000 Greenville Ave – Concrete Removal – Completed March 2023

Science Place 1 Museum/Pair Park – Project Description – Remove asbestos containing materials and lead based paint abatement. Completed: July 2021

Renovation of Employee Office on the Lake Ray Hubbard Dam - Project Description: RNDI Companies, Inc. was tasked by the City of Dallas to do a turnkey renovation of an employee building located on the Lake Ray Hubbard Dam. RNDI was to gut the interior of the property for installation of all new electrical systems, plumbing systems, and HVAC systems. RNDI also built back all walling and floors to the City of Dallas's desired specifications. This including relocating rooms as well as changing shower locations. A new soffit system was installed as well to prevent animal intrusion that had been occurring. All new outlets and lighting systems were put into place that complied with all safety regulations and met the requirement of the City of Dallas.

Kay Bailey Hutchins Convention Center Dallas–Plaster Soffit Demolition - Project Description: RNDI Companies provided demolition services to the convention center plaster soffit located at 650 South Griffin in Dallas. RNDI performed site clearance of the area and Mobilization of the area in preparation for removal of the ceiling. RNDI removed the damaged exterior ceiling and concrete at the Meeting rooms North Exit Ceiling. All electricity was tied off and preserved for future use. The project was completed on time and within budget. Amount: 23,800.00

Renovations of Sunnyvale Water Plant Long Creek – Project Description: Remove asbestos as needed, removed concrete flooring, to get it flush with existing flooring, framed up wall, moved drain, added electrical and plumbing. Capped off water no longer being used. Finished out to wall and installed washer and dryer with gate in front of them. Moved to snack area and completed wall to match existing. Gym area - took out windows and walls, framed new walls and doors, set in new tile flooring. Install male/female showers ceramic tile showers, extended them 1 1/2" from prior showers. Had to reroute drain because of new wall installed. Install new lockers in gym area with 2 benches. Removed 3 bollards in front of building. Cut concrete off top of four-meter vaults on southside of building, fill meter vaults with dirt, add 3" of fill dirt for minor parking lot outside, add 4" of gravel for minor parking lot. Replace exterior signs white with blue. Add new a/c with concrete slab, remove old electrical panel and add new, add 2 new exterior lights, add 2 minor concrete ramps into both door areas, add 6 bollards around electrical vault, install new blinds in office area, remove light poles. Install 6' tall fence with barbed wire and 12-foot swing gate. Install new heating units. Remove and replace all exterior doors (4 total). Remove ceilings and install new. Paint all. new wall and area to match existing. Install new lighting and electrical for lighting per drawings. Install electrical for HVAC in new panel. Install new sockets per drawings. We have also renovated other water plants throughout Dallas such as Sunnyvale and Eastside. Amount: \$155,860.54

Client: **City of Fort Worth**
200 Texas St
Fort Worth, TX 76102

Asbestos Abatement of the Fort Worth Convention Center – 1201 Houston St - Project Description: Removal of asbestos containing materials around pipes and various drains. The pipes were located on the ceilings of the convention center around forty (40) feet high during active renovation. Due to the current renovations, RNDI had to coordinate with the City of Fort Worth as well as the construction crews present on site. Lifts were brought in, and glove bags were used to remove the asbestos. Along with the glove bags, the lift was also wrapped with polyethylene to prevent any and all debris from falling. However, with the appropriate use of a vacuum and wetting agents, the polyethylene was deemed clean at the end of the project.

Lakeland Asbestos and Demolition Project – Fort Worth Nature Center - Project Description: RNDI Companies, Inc. performed the task of removing Asbestos in seven (7) homes located in Fort Worth, TX. RNDI safely removed and disposed of asbestos containing materials using negative pressure enclosed with personnel decontamination system, critical barriers, proper PPE, material worked wet, hand methods, waste properly bagged, labeled, and disposed of at an approved landfill. Once the homes were clear of all asbestos substances the demolition activities began. RNDI utilized a NESHAP approach to the structures to ensure the dust from the demolitions was minimal, to keep the environment clean and safe for surrounding neighbors. Amount: 297,670.00

Nuisance Abatement – Clean-up properties per task order and dispose of properly.

Client: **Dallas County**
600 Commerce Suite 900
Dallas, TX 75208

Dallas County Criminal Courts Complex, Annex & Records Building - Project Description: Abatement, Mold, Lead, and Demolition of the Dallas County Building containing three (3) separate structures, each with a different building history. The scope of work for each structure varied greatly, the largest hurdle that RNDI had to overcome was historical preservation. With historical preservation of the utmost importance, RNDI utilized its expertise in abatement and demolition techniques to guarantee the preservation of historical items in the work areas. The other contract consists of an Annual Contract for Abatement and Remediation Services (Asbestos-Lead-Mold) Facilities Management. Amount \$4,540,000.00

Asbestos Abatement of the George Allen Courts Building - Project Description: RNDI Companies, Inc. performed the task of asbestos abatement on two (2) separate floors of the George Allen Courts Building located in Dallas, TX. The items containing asbestos included TSI, drywall, and various miscellaneous items. Due to the fact that the building was highly occupied, RNDI worked night shifts to accomplish the abatement work efficiently while not disturbing any employees at the building. A challenge of this project was hauling equipment and waste up and down different floors while maintaining appropriate safety procedures as well as making sure to not damage anything in the building. This was accomplished by carefully planning routes throughout the building that would offer the least amount of traffic and by transporting all asbestos containing waste in sealed, double wrapped carts. This project was completed under the allotted time and within budget.

Client: City of Garland

13835 Co Rd 489, Nevada, Texas 75173

1701 A Spencer Rd., Denton, TX 76205

Asbestos Abatement & Insulation Services for GP&L Production Power Plants - Project Description:

RNDI has an ongoing renewal contract with the City of Garland for maintenance on their two city power plants, specifically asbestos abatement and insulation services but also including mold and lead abatement. During this contract, RNDI has worked alongside power plant officials to maintain a safe working environment in a potentially dangerous working area. Precautions had to be taken as to not affect the production of the power plant and to keep our crew and nearby power plant personnel safe. At some points, sections or even the entire power plant had to halt production to proceed with the necessary abatement/insulation work. Some specific areas requiring work were the lead-containing power-producing turbines, insulation found throughout all levels of the plants, and even boilers which needed asbestos abatement done. For most projects, a specific time frame was set so that the power plants would be out of operation for as little time as possible meaning RNDI's crew had to work at maximum efficiency with all hands-on board to ensure the required work got completed in a timely manner.

Client: Dallas/Fort Worth International Airport Board

2200 W. Airfield Dr - DFW Airport, TX

Job Site: 2175 W. Airfield Dr, DFW Airport, TX 76051

Fungal Remediation and Repairs Building F -_Project Description: Removal of mold-contaminated drywall, and carpet in various Rooms of Building F. (Rooms 20, 19, 30 stair and corridor) The building was occupied by workers doing renovations, so a negative pressure containment was necessary. RNDI determined the water source and then eliminated the source to avoid future problems. The fungal remediation was conducted in negative pressure enclosures with high-efficiency particulate air (HEPA) filtered exhaust and two-stage dry decontamination egress. After the work area passed the final visual clearance, exposed wall cavity materials and plywood and plaster or gypsum board surfaces were treated with an EPA-registered antimicrobial encapsulant. The job was completed on time and within budget.

Terminal B & E – Asbestos Abatement

Client: City of Gatesville

803 E. Main St Gatesville, TX 76528

Project Address: 2525 Osage Rd Gatesville, TX 76528

Demolition Former Rotunda Nursing Home - Project Description: Removal of 227,205 sq ft of ACM. Health concerns and safety for neighboring homes plus the environment were a major concern for the City of Gatesville. The building was brought down to grade level and all debris was disposed of at a state approved landfill.

Client: Texas Parks & Wildlife Department

Chaparral Wildlife Management Area, 64 Chaparral WMA Drive

Cotulla, Dimmit County, Texas 78014

HAZMAT Abatement of Bunkhouses at the Chaparral Wildlife Management -_Project Description:

RNDI Companies, Inc. performed an abatement on HAZMAT materials at several bunkhouses at the Chaparral Wildlife Management Area in Cotulla, Dimmit County, Texas. Specifically, the bunkhouses included the Cabana Grande, Cabana Oeste, Cabana Medio, & Cabana Este. The material needing abatement was the drywall construction on the ceilings of the 4 Cabanas. All drywall was found to be in good condition and non-friable, so we utilized the glove-bag method of removing the ACM. A tight schedule was set upon us allowing only two days in the middle of the week to complete the entire project. RNDI completed the project in an efficient and timely manner resulting in the full satisfaction of the client.

Client: Texas Department of State Health Services

1200 E. Brin
Terrell, Texas 75160

Asbestos Abatement of Bldg.'s 675 & 679 at Terrell State Hospital -_Project Description: In buildings 675 & 679 at the Terrell State Hospital in Terrell, Texas, RNDI had to remove pipe and fitting insulation and visible debris from the crawlspaces of the buildings. The project proved to be more difficult than expected because of the limited space in the area. Some sections were only 3-4 feet in height, our crews struggled and shimmied through shallow gaps, around awkward corners, and navigated around non-ACM piping. The entire crawlspace had no existing lighting system. RNDI provided lighting for all areas where workers would be present. A critical barrier was needed, it was erected and maintained for the entire area. RNDI sealed off all entrances into the crawlspace including multiple vents around the exterior of the building leading into the crawlspace. Terrell State Hospital is an active psychiatric hospital, RNDI had to ensure the safety of not only our crews but the patients as well.

Client: Grayson College

6101 Grayson Drive Hwy 691
Denison, TX 75020

Project Address: 3401, 3402 and 3403 McCullum and 253 Roberts Denison, TX 75020

Abatement, Remediation and Demolition -_Project Description: RNDI provided remediation, abatement, and demolition services at four buildings on Grayson College's West Extension Site, Old Perrin Air Force Base. The Scope of Services ("the Project") consists of the demolition and removal of buildings, basements, and foundations, as well as the demolition and removal of site improvements, including, but not limited, to retaining walls, paving, and foundation landscaping. In addition, RNDI completed all abatement and remediation of asbestos-containing material (ACM) and lead-based paint (LBP) prior to demolition.

Client: Dallas Community College

4849 W Illinois Ave
Dallas TX

Asbestos Abatement - Project Description: RNDI removed and disposed of Asbestos-containing material at various locations in Dallas, TX as part of a 3-year contract with Dallas Community College.

Client: Texas A&M Commerce

1200 E. Brin
Terrell, Texas 75160

Asbestos Abatement and Demolition - Project Description: RNDI properly removed and disposed of asbestos-containing materials using negative pressure enclosed with a personnel decontamination system, critical barriers, proper PPE, material worked wet, hand methods, and waste properly bagged, labeled, and disposed of at an approved landfill.

Client: **Fort Worth ISD**
6101 McCart Ave
Fort Worth, TX 76133

Asbestos Abatement - Project Description: RNDI provided asbestos services based on contract unit pricing for the capital improvement department. RNDI removed asbestos, bagged it, and properly disposed of it at a landfill.

Client: **Dallas Independent School District**
3801 Herschel Avenue
Dallas, TX 75219

Job Order Contract for Hazardous Materials Abatement Services Asbestos - Project Description: The DISD Bond Program included 41 different schools throughout the district. Work performed included asbestos abatement and selective demolition. Scope included the removal and disposal of sprayed-on acoustical plaster ceilings, removed and disposed of piping insulation and wrap-in crawl spaces and restroom chases, the removal of transit panels, removal of ceramic floor tile grout, the removal of floor tile and mastic, the removal of exterior aggregate panels, and the removal of exterior windows and doors. A few of the schools included Julia C Frazier, Bryan Adams High School Stonewall Jackson Elementary, David W Carter High School, Paul L Dunbar Learning Center, Lakewood Elementary and many more.

JOBS IN PROGRESS:

RNDI Companies, Inc. has the following active IDIQ contracts with governmental entities:

- Rockwall ISD** ----- 3 Year Contract – Asbestos, Lead and Mold Abatement
- Garland ISD** ----- 3 Year Contract – Asbestos, Lead & Mold Abatement
- Fort Worth ISD** ----- 3 Year Contract – Environmental Remediation
- Mesquite ISD** ----- 3 Year Contract – Facilities Management
- Dallas Community College** ----- 3 Year Contract – Asbestos Remediation
- Killeen ISD** ----- 3 Year Contract – Environmental Remediation
- City of Dallas** ----- \$11,911,360.00 Asbestos, Mold, Lead Abatement & Demolition Services
- City of Garland** ----- \$99,000.00/Yr.- Four (4) year contract renewal Asbestos & Mold Abatement Services
- Dallas County** ----- \$199,570.00 Annual Contract for Abatement & Remediation Services (Asbestos/Lead/Mold) for Facilities Management.
- City of Fort Worth** ----- 3 Year Contract – Nuisance Abatement

RECENTLY COMPLETED MAJOR CONTRACTS:

- Grayson College**.....\$1,259,802.00 Abatement, Remediation and Demolition
- Dallas Independent School District**....Over \$2 Million dollars, on 41 plus schools throughout the district. Master Agreement- Job Order Contract for HAZMAT Abatement/Remediation Services & Reconstruction Services

Del-Mar College.....\$147,352.00-Asbestos Abatement & Light Ballast Removal
City of El Paso HOME.....\$175,670.00 Siesta Gardens/254 Darin/2701 Brady Place - ACM/Demo
City of Freeport.....\$76,989.00. City Hall Asbestos Abatement
City of Gatesville.....\$1876,636.00. Demolition of Former Rotunda Nursing Home

City of Dallas\$324,440.00 Abatement/Remediation 408 S Hardwood and 312/314 S Hardwood
 – Historical Preservation
City of Dallas..... \$573,496.40 Shakespeare in the Park
City of Dallas Water Utilities.....\$155,860.54 Renovations of Sunnyvale Water Plant Longcreek
City of Plano – Jack Carter Maintenance.....\$276,9973.00 Demolition, Asbestos Abatement
Port of Houston Authority – North Side.....\$152,500.00-Asbestos Abatement
City of Dallas- Harry Hines.....\$297,418.00 – Asbestos Abatement and Demolition
City of Fort Worth – Lake Land Project.....\$297,670.00 – Asbestos Abatement and Demolition
Tarrant Regional Water.....\$23,360.00 - Demolition
Dallas Ft Worth International Airport Building F.....\$ 92,000.00 Fungal Remediation
Dallas Housing Authority.....\$931,994.90 Asbestos Abatement and Demolition at Brooks Manor
City of Dallas.....\$1,833,286.00 Asbestos, Lead, and Mold Abatement & Demolition Service
City of Carthage.....\$486,000.00 Asbestos, Lead and Mold Abatement & Demolition Services
City of Dallas - Kay Bailey Hutchins Convention Center.....Demolition
Lockheed Martin.....\$292,934.00 - 3 Year Contract - Asbestos, Lead and Mold Abatement
City of Dallas – MLK Recreation Center.....\$272,798.00 Storm Damages
DFW International Airport.....\$3,202,000.00 Asbestos & Mold Abatement
Dallas County.....\$5,000,000.00 Asbestos, Lead, and Mold Abatement & Demolition Services

**Request for Taxpayer
Identification Number and Certification**

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

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) RNDI Companies, Inc	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 311 E. Interstate 30	Requester's name and address (optional)
6 City, state, and ZIP code Rockwall, TX 75087		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
			-				-		
or									
Employer identification number									
2	0	-	2	9	1	4	9	0	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 	Date 10/15/2024
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General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

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

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

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

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

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

Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

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

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

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

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

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

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

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

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

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

RNDI Companies, Inc

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Diana Cross - President

SIGNATURE



DATE

12/17/2024

THIS FORM MUST BE EXECUTED

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

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 N/A	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: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:	
6. Federal Department/Agency: N/A	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): N/A	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Diana Cross</u> Print Name: <u>Diana Cross</u> Title: <u>President</u> Telephone No.: <u>469-990-9494</u> Date: <u>12/17/2024</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING
LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

RNDI COMPANIES, INC.
ROCKWALL, TX United States

Certificate Number:
2024-1248921

Date Filed:
12/13/2024

Date Acknowledged:
01/14/2025

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

Fort Bend County

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

B24-055
B24-055 Residential Demolition Services for 2016DR Buyout Properties

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)