

*Fort Bend County, Texas
Invitation for Bid*



*Demolition Services for Disaster DR 4269-006 and 4269-007
for Fort Bend County
BID 22-042*

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term
“Purchasing Department” in address to assist in
proper delivery

SUBMIT NO LATER THAN:

Tuesday, January 25, 2022
2:00 PM (Central)

MARK ENVELOPE:

BID 22-042
Demolition

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.

BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing
after Commissioners Court award.

Requests for information must be in
writing and directed to:
Jaime Kovar
County Purchasing Agent
Jaime.kovar@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

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- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.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 Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department one (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. 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 corrective 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.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201 Richmond Texas no later than 2:00 P.M. 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 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 Jaime Kovar, County Purchasing Agent, 301, Jackson, Suite 201, Richmond, Texas, 77469, E-mail: Jaime.Kovar@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 it in the returned bid package. Deadline for submission of questions and/or clarification is no later than **Tuesday, January 17, 2022 at 10:00 AM (central)** Requests received after the deadline will not be responded to due to the time constraints of this bid process.
- 1.7 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 and telephone number.

- 1.8 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.
- 1.9 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.
- 1.10 Pricing: Prices for all goods and/or services shall be firm for the duration of this Contract and shall be stated on the bid 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.
- 1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.12 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.
- 1.13 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.

- 1.14 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.
- 1.15 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.
- 1.16 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.

2.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors for all materials, supplies, equipment, tools, services, labor and supervision necessary to complete the demolition of structure(s), the removal of the debris from the location, clean-up, landscaping and seeding of the property(s) located in the County as a result of Disaster DR 4269-006 and 4269-007 as described, as specified herein.

3.0 PRE-BID CONFERENCE:

There is NO pre-bid conference for this project.

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.

5.0 COMPLETION TIME AND 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.
- 5.2 Based upon Applications for payment submitted to the Homeland Security and Emergency Management Department, Fort Bend County shall make 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 an application for payment is received by the Homeland Security and Emergency Management Department not later than the 15th day of a month, Fort Bend County shall make payment to the Contractor not later than the 15th day of the next month. If an application for payment is received by the Homeland Security and Emergency Management Department after the application deadline fixed above, payment shall be made by Fort Bend County not later than 30 days after the Homeland Security and Emergency Management Department receives the application for payment.
- 5.3 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.
- 5.4 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 furnishing and equipment, all fees and compensation of any sort to the Contractor, and any and all costs for any and all things or purposes enuring 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 to perform, Fort Bend County may demand that the Contractor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, Fort Bend County may treat this failure as an anticipatory repudiation of the Contract.

8.0 PERFORMANCE AND PAYMENT BONDS:

Performance and Payment Bonds: In the event the total accepted bid price exceeds \$25,000 per property, 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.

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 INSURANCE:

- 10.1 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.
- 10.2 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 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:

- 10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 10.2.2 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.
- 10.2.3 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.
- 10.2.4 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.
- 10.3 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.
- 10.4 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.
- 10.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

- 10.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- 10.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

11.0 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.

- 11.1 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 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 11.6 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.

- 11.7 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.

12.0 PREVAILING WAGES:

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX20200247 07/09/2021
Superseded General Decision Number: TX20200247

State: Texas
Construction Type: Building
County: Fort Bend County in Texas

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	03/12/2021
2	07/09/2021

ASBE0022-009 16/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 24.28	14.16

BOIL0074-003 01/01/2017		
BOILERMAKER	\$ 28.00	22.35
CARP0551-008 04/01/2016		
CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 23.05	8.78
ELEC0716-005 08/24/2020		
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 32.55	10.35
ELEV0031-003 01/01/2021		
ELEVATOR MECHANIC	\$ 45.48	36.365
FOOTNOTES:		
A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.		
B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.		
ENGI0450-002 04/01/2014		
POWER EQUIPMENT OPERATOR Cranes	\$ 34.85	9.85
IRON0084-002 06/01/2020		
IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 25.26	7.13
PLAS0079-004 01/01/2015		
PLASTERER	\$ 19.92	1.00
PLUM0068-002 10/01/2020		
PLUMBER	\$ 36.15	11.81
*PLUM0211-010 10/01/2021		
PIPEFITTER (Including HVAC Pipe Installation)	\$ 35.68	12.46
SHEE0054-003 04/01/2020		

SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation)	\$ 29.70	13.85
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SUTX2014-023 07/21/2014

ACOUSTICAL CEILING MECHANIC	\$ 16.41	3.98
BRICKLAYER	\$ 19.86	0.00
CAULKER	\$ 15.36	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 13.82	0.00
DRYWALL FINISHER/TAPER	\$ 16.30	3.71
DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
FLOOR LAYER: Carpet	\$ 20.00	0.00
FORM WORKER	\$ 11.87	0.00
GLAZIER	\$ 19.12	4.41
INSULATOR – BATT	\$ 14.87	0.73
IRONWORKER, REINFORCING	\$ 12.10	0.00
LABORER: Common or General	\$ 10.79	0.00
LABORER: Mason Tender – Brick	\$ 13.37	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50	0.00
LABORER: Pipelayer	\$ 12.94	0.00
LABORER: Roof Tearoff	\$ 11.28	0.00
LABORER: Landscape and Irrigation	\$ 9.49	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93	0.00
OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22	0.34
OPERATOR: Forklift	\$ 15.64	0.00
OPERATOR: Grader/Blade	\$ 13.37	0.00
OPERATOR: Loader	\$ 13.55	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	0.00
OPERATOR: Roller	\$ 16.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77	4.51
ROOFER	\$ 15.40	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00	0.00
TILE SETTER	\$ 16.17	0.00
TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95	5.23
TRUCK DRIVER: Dump Truck	\$ 12.39	1.18

TRUCK DRIVER: Flatbed Truck	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	\$ 12.50	0.00
TRUCK DRIVER: Water Truck	\$ 12.00	4.11
WATERPROOFER	\$ 14.39	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this

classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

13.0 PERMITS:

It shall be the sole responsibility of the successful bidder to obtain all required permits in the name of Fort Bend County.

14.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:

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

14.1.1 On an as needed basis as determined by Fort Bend County, cause the Contractor's personnel to meet with Fort Bend County and the Engineer to discuss the status of the Project.

14.1.2 Review drawings and specifications with the Engineer to permit the Contractor and the Engineer to determine the compliance of the proposed facility with applicable building codes.

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. **It is the contractor's responsibility to engage a material testing laboratory to perform testing on the structural concrete to be used for foundation work in this project. The cost of testing shall be incidental to bid item for drill shaft foundation. Testing of concrete shall comply with current TXDOT criteria. Contractor has to submit the name of the testing laboratory, intended to be used by the contractor for this project, for County's approval.**

14.3 Standards for Review and Approval.

14.3.1 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.

14.3.2 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.

14.3.3 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.

14.3.4 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) 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 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 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 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.

15.0 TERMINATION:

- 15.1 Fort Bend County may terminate the Contract if the Contractor:

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

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

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

15.1.4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.

- 15.2 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 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:

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

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

- 15.3 Either party may terminate this Contract at any time by providing thirty (30) days written notice.

- 15.4 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.

16.0 COMPLETION, TRANSFER, AND ACCEPTANCE:

16.1 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.

16.2 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.

17.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:

17.1 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.

17.2 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:

17.2.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.

17.2.2 That an equitable adjustment is made or denied under another provision of this Contract.

17.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

18.0 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.

19.0 NOTICE

- 19.1 All written notices, demands, and other papers or documents to be delivered to Fort Bend County under this Contract shall be delivered to the Homeland Security & Emergency Management 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, Suite 719, Richmond, Texas 77469, Attention: County Judge.
- 19.2 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.

20.0 RECORDS:

- 20.1 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.
- 20.2 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.

21.0 SUCCESSORS AND ASSIGNS:

- 21.1 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.
- 21.2 Neither Fort Bend County nor the Contractor shall assign, sublet or transfer its interest in this Contract without the prior written consent of the other.
- 21.3 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.

22.0 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.

23.0 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.

24.0 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.

25.0 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.

26.0 GOVERNING FORMS:

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.

27.0 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.

28.0 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.

29.0 APPLICABLE LAW AND 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.

30.0 SPECIFICATIONS:

- 30.1 Demolition (tear down, raze) of the structure from the property, to include removal of the structure, and accessory structures, removal of all debris, weeds, rank vegetation, driveways, slabs, foundation walls, impervious surfaces, and built up hard landscaping features. Fences as designated by the County. Install silt fence as directed by County. Sever and seal electrical, gas, water, sewer, and telephone utility mains per the Utility Companies Directives. All trees on property will remain, regardless of size, must be left standing, with the exception of those that must be removed to facilitate the removal of improvements. Demolition of the structure shall be in accordance with the Asbestos Evaluation Report provided for each property. Contractor will be responsible for asbestos abatement, if required, prior to demolition.
- 30.2 See attached property description (Exhibit A) for specific details on properties to be demolished.
- 30.3 Limits of disturbance are the existing property lines. No disturbance is permitted beyond the property lines.
- 30.4 Leveling and grading of entire site and seeding the property with the appropriate seed mix. Specifications found in "CLEAN-UP" of this document.
- 30.5 Construction of any temporary passageways meeting the requirements of these specifications may be required.

Method of Demolition or Removal:

- 30.6 Any standard method of demolition or removal of the structure(s) currently in use except burning or blasting shall be acceptable.

30.7 Asbestos air monitoring, if required under TCEQ regulations, will be conducted by the County's contractor. **If air monitoring is required, a ten (10) day notification to the County is required prior to the commencement of any asbestos abatement work.** Contractor will be responsible for any asbestos abatement related fees.

Site 1: 314 Reyes Road, Rosenberg, TX 77471

ASBESTOS IDENTIFIED YES NO

Site 2: 404 Reyes Road, Rosenberg, TX 77471

ASBESTOS IDENTIFIED YES NO

Site 3: 328 Little Dogie Road, Simonton, TX 77476

ASBESTOS IDENTIFIED YES NO

Site 4: 409 Little Dogie Road, Simonton, TX 77476

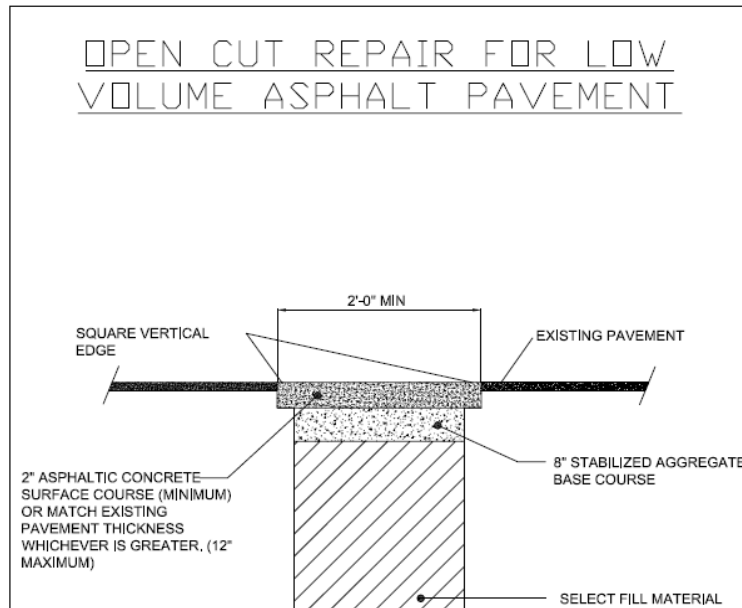
ASBESTOS IDENTIFIED YES NO

Site 5: 38104 Boot Hill Road E., Wallis, TX 77485

ASBESTOS IDENTIFIED YES NO

30.8 A stabilized construction entrance is required at all sites. If contractor gets mud on the street(s), the Contractor is to immediately have the mud removed and the street cleaned.

30.9 Concrete curb may be present along the street adjacent to the project site. New concrete curb installed over a pre-existing driveway entrance shall substantially match adjacent curbing. At minimum, the front and back of the curb shall be formed to match adjacent curb width. The installed concrete shall be finished to substantially match adjacent curb height and configuration. Any damage to the road surface shall be repaired in accordance with the following specification:



Excavation:

- 30.10 Protection of adjacent buildings and existing structures: Excavations shall not be carried below existing foundations until underpinning and shoring to be performed by Contractor have been completed. All existing structures, pipes, and foundations, which are to remain, shall be adequately protected or replaced by the contractor without cost to the Owner.
- 30.11 Waste: Excess material from excavation not suitable or required for backfill or filling shall be removed from the site and properly disposed of in an approved landfill.
- 30.12 Disposal of materials: Salvaged materials from the structure may be stored on the site temporarily but not beyond the date specified for completion of the Contract. All other materials shall be promptly removed as demolition progresses. A metal dumpster (minimum eight cubic yards) is to be located at each site during demolition/removal of each house, unless materials are removed daily by transport vehicle.

Existing Utilities:

- 30.13 Existing utilities such as electrical, gas, water, and sewer lines shall be properly disconnected and/or capped below grade by a method approved by the Utility Companies Directives. All septic systems shall be decommissioned and water wells shall be capped per state law. Sewer services shall be disconnected as close as feasible to the road right-of-way or property line and sealed with concrete or other means acceptable to the local sewer authority and decommission all septic systems and cap all water wells per state law. The Contractor will confirm and/or

arrange for termination of service to the above structures and disconnection of any electrical wiring. Any expense related to severing and sealing utilities or damage to utilities shall be the responsibility of the Contractor.

30.14 The Contractor shall schedule an inspection with the appropriate sewer provider and obtain a release in writing that the termination of utilities is acceptable to the utility provider. If the property contains a private sewage disposal system, then the septic tank shall be pumped, crushed and filled.

30.15 Properties may contain an underground fuel oil tank. If an underground tank is present, remove the tank and its contents in accordance with TCEQ standards and obtain any applicable permits.

Grading:

30.16 Any exposed earth uncovered by demolition will be graded smooth. Demolition sites are to be leveled. In the event low areas remain which will cause water to stand, the contractor shall be responsible for filling or grading to eliminate. Contractor is also responsible for maintaining minimum slopes to prevent erosion. If necessary, sediment and erosion control measures are required at the side and rear of dwelling to prevent soil and debris from entering the floodplain, stream and immediately adjacent overbank area.

30.17 Maximum slope on any graded area may not exceed 3:1 ratio.

Backfilling Around Foundations:

30.18 All timber shall be removed, and all trash shall be cleared out from the excavation. Backfill shall be excavated material. Backfill shall be placed in 8-inch layers and compacted by mechanical tamping. Surface of backfill shall be left 6 inches above final grade to allow for settlement. All basement areas are to be cleaned out, demolished, debris removed from the site and filled to the adjacent grade with suitable fill material and compacted to 95% compaction.

Clean-Up and Site Stabilization:

30.19 All trash and debris shall be removed. All excavated areas shall be raked clean by hand or by means of landscaping equipment. **Absolutely no debris from the demolition and cleanup operations is to remain on site.**

30.20 The entire lot shall be back dragged, leveled with rollover, pulverize type landscaping equipment and seeded with the following grass seed mix.

Grass Mixture: The following seeds are acceptable for use in the grass seed mix under this contract:

- 30.21 Bermudagrass (*Cynodon*) is a warm season, perennial grass that is drought and heat tolerant. This grass prefers full sun and does not do well in shade. Frequent mowing is generally a requirement of this type of grass. PLANTING RATES: Lawn Meadow / Covered field rates: 2 lbs. per 1000 sq. ft.
- 30.22 Seashore paspalum (*Paspalum vaginatum* Sw.) is a warm-season turfgrass that is drought and heat tolerant. This grass prefers full sun but does have a higher shade tolerance than berudagrass. Frequent mowing is generally a requirement of this type of grass. PLANTING RATES: Lawn Meadow / Covered field rates: 1-2 lbs. per 1000 sq. ft.
- 30.23 Bahiagrass (*Paspalum notatum* Flugge) is a warm season, perennial grass that prefers full sun. It is drought and heat tolerant and has low water requirements. PLANTING RATES: Lawn Meadow / Covered field rates: 7 lbs. per 1000 sq. ft.

Permits:

- 30.24 The Contractor shall secure and pay for all required permits/licenses necessary for the completion/execution of the work.
 - 30.24.1 The Contractor shall notify the Fort Bend County Environmental Health Department (Christopher Bryson - Christopher.Bryson@fortbendcountytexas.gov) when any septic tanks have been decommissioned and/or water wells have been capped, regardless if the septic tank/water well is located in incorporated or unincorporated Fort Bend County.
- 30.25 The Contractor shall perform all work in conformance with applicable local codes and Texas Commission on Environmental Quality (TCEQ) requirements whether or not covered herein by the specifications for the work.
- 30.26 During the project, periodic inspections may be conducted by the County to ensure compliance with the requirements of the contract and specifications.

Safeguards During Demolition:

- 30.27 General: The temporary use of streets or public property for the storage or handling of materials of equipment required for demolition and the protection provided to the public shall comply with the provisions of this section. The Contractor shall be responsible for the safety of all individuals and those performing work under this Contract and for any damages to the Owner(s) property that may occur as the result of negligent acts by him or his workers, and shall indemnify and Hold Harmless the Owner, Fort Bend County and City of Simonton through insurance as stipulated in the Contract documents.
- 30.28 Allowable use of public property during construction: The amount of space and conditions under which public property may be used for demolition purposes shall

be as set forth below:

- 30.31.1 One-third (1/3) of the width of the street that is adjacent to the curb in front of the building being demolished and for which a permit has been issued, if not less than 16 ft. of usable street width remains.
- 30.31.2 Street or sidewalk space may be used in accordance with the following provisions:
 - 30.31.2.1 That a walkway be constructed in the outer portion of the permissible occupied street space, conforming to these requirements.
 - 30.31.2.2 That building material, fence, shed or any obstruction of any kind shall not be placed to obstruct free approach to any fire hydrant, lamp post, manhole, fire alarm box, or catch basin, or so as to interfere with the passage of water in the gutter. Protection against damage shall be provided to such utility fixtures during the progress of the work, but sight of them shall not be obstructed.
 - 30.31.2.3 That a ten-(10) foot clear roadway be maintained through any alley located behind the building.
 - 30.31.2.4 That proper precaution shall be made during construction to prevent concrete, mortar washing or any other material from entering a sewer.
 - 30.31.2.5 The person or persons to whom a permit is issued for such purposes as stated herein shall post with the applicable governing authority a bond of such type and amount as deemed advisable by the applicable governing authority as protection from all liability.
- 30.29 Covered walkways are required when structure height exceeds one story. A roof covering for the entire length of the project shall be provided over the temporary or permanent sidewalk, from the time the demolition extends above the second-floor level until materials are no longer being used or handled on the front above such walk. Exemption from this policy may be issued by Fort Bend County only.
- 30.30 Construction of Walkways, Fences, and Protective Coverings: Before any demolition work is commenced the Contractor shall construct a temporary walkway in conformity with this section. Where pedestrian traffic does not warrant the walkway or where otherwise not required by the County, exemption from this policy may be issued by Fort Bend County only.

- 30.30.1 All fences, barriers, or temporary structures of any kind located on public highways, shall be so constructed as not to obstruct vision at the intersection of streets.
- 30.30.2 Walkways shall be not less than four (4) feet wide in the clear. Walks shall be built in a safe and substantial manner and be maintained in that condition always. A smooth handrail of substantial construction not less than three (3) feet high, shall be provided on the traffic or street side of the walkway.
- 30.30.3 A fence of substantial solid construction at least eight (8) feet high shall be provided on the building side of the walkway.
- 30.30.4 Roof coverings over walkways, as required by above shall be constructed of not less than one layer of two-inch nominal dimension wood plank spanning not over three (3) feet between supports, or equivalent decking. The framework supporting the walkway covering shall be well braced and designed to support at least one-hundred fifty (150) pounds per square foot, but the top deck shall be designed to carry not less than two-hundred fifty (250) pounds per square foot. The roof covering shall be of width sufficient to cover the entire walkway or sidewalk and shall be made watertight. Suitable provision shall be made for adequate lighting of the walk under the covering, always. A minimum clearance of eight (8) feet six (6) inches shall be maintained above walkways.
- 30.30.5 Walkway shall be an entirely free-standing structure with no braces or supports extending outward, toward or onto the structure being demolished.
- 30.30.6 Contractor shall not remove Covered Walkway until obtaining written clearance from Fort Bend County.
- 30.31 Walkways are to be kept in repair. The street side of any barricade or fence, handrails and sidewalks shall be kept reasonably smooth and in good repair while construction work is in progress, or while such barricades, fences or walkways are placed on or over public property.
- 30.32 Cleaning of sidewalks and streets: The Contractor, upon the completion of the building, shall immediately remove all walkways, debris and all other obstructions and leave such public property in as good a condition as it was before such work was commenced.
- 30.33 Warning Light: Every walkway shall be kept well lighted continuously between sunset and sunrise and the outer edge of the occupied space of the street or sidewalk shall have placed thereon portable barricade signs with flashing amber lights which shall burn continuously between sunset and sunrise.

- 30.34 Protection of roofs and skylights of adjoining buildings: Protection for the skylights and roof of such adjoining buildings shall be provided, at Contractors expense. If the owner, lessee, or tenant of the adjoining building should refuse permission to have the roofs and skylights protected, then the responsibility and expense for the necessary protection shall devolve to the person refusing such permission.

Scheduling:

- 30.35 Contractor and/or his subcontractor shall complete all work at the site within sixty (60) days from the date of assignment from the County.
- 30.36 Asbestos air monitoring required under TCEQ regulations will be conducted by the County's contractor. A ten (10) day notification period as described above is required.

Basis of Payment:

- 30.37 All work performed under the terms of this contract shall be paid for on a lump sum basis as indicated on the Bid Forms. Lump sum payments shall be made upon satisfactory completion of all work and submittal of a sewer termination release letter. Said payment shall be full compensation for furnishing all materials and doing all the work herein prescribed in a workman like and acceptable manner; including all labor, tools, equipment, supplies, and incidentals necessary to complete the work. No additional payment will be allowed for work under adverse weather conditions or subsurface and/or latent conditions at the site. The contractor is expected to fully acquaint himself with all conditions relative to the project prior to entering into the Contract.

Job Site Safety:

- 30.38 All work performed at the worksite shall be in accordance with OSHA requirements and the General Safety Policy of the County.

Site Visit:

- 30.39 Do not enter the house. Contractor can do an exterior inspection of the property.

Condition of Structure(s):

Please be advised that there exists a potential for vandalism to occur to these properties once the properties are vacated by the previous owner, and the site visit and the notice to proceed. Fort Bend County does not warrant or guarantee the condition of these properties or equipment or item on or in the structures or property.

31.0 PRICING:

Complete pricing per structure. Contractor may bid on one (1) or more sites. Fort Bend County reserves the right to award contract to one (1) or more vendors.

<u>Site</u>	<u>Bid Price</u>
1: 314 Reyes Road, Rosenberg, TX	\$ _____
2: 404 Reyes Road, Rosenberg, TX	\$ _____
3: 328 Little Dogie Road, Simonton, TX	\$ _____
4: 409 Little Dogie Road, Simonton, TX	\$ _____
5: 38104 Boot Hill Rd E., Wallis, TX	\$ _____

32.0 FEDERAL CLAUSES:

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds from the Federal Emergency Management Agency (FEMA) and the Department of Public Safety/Texas Division of Emergency Management As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

32.1 Equal Employment Opportunity.

During the performance of this contract, the Contractor agrees as follows:

32.1.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

32.1.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- 32.1.3 The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 32.1.4 Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 32.1.5 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 32.1.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 32.1.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 32.1.8 The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders

of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

32.2 Compliance with the Contract Work Hours and Safety Standards Act.

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

32.2.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

32.3 Debarment and Suspension.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

"The Certification in this clause is a material representation of fact relied upon by the County. If it is later determined by the County that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

32.4 Byrd Anti-Lobbying Amendment.

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

32.5 Political Activities.

Contractors are prohibited from using federal funds directly or indirectly for political

purposes, including polling, lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

32.6 Procurement of Recovered Materials.

In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act

32.7 Access to Records.

32.7.1 The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, TDEM, the State Auditor’s Office or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

32.7.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

32.7.3 The Contractor agrees to provide DHS/FEMA and or TDEM, through its authorized representatives access at all reasonable times to construction or other work sites pertaining to the work being completed under the contract. If any site visit is made by DHS/FEMA or TDEM Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. (4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

32.8 DHS Seal, Logo, and Flags.

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

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

The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

32.10 No Obligation by Federal Government.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the contract.

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

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

32.12 Civil Rights and Non-Discrimination.

During the performance of this contract, the Contractor agrees as follows:

32.12.1 Nondiscrimination on the Basis of Race, Color, and National Origin.

Contractor will comply with state and federal anti-discrimination laws including Title VI of The Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), FEMA's implementing regulations at 44 C.F.R. Part 7 (*Nondiscrimination in Federally Assisted Programs*), and the Department's implementing regulations at 6 C.F.R. Part 21 (*Nondiscrimination on the Basis of Race, Color, or National Origin in Programs or Activities Receiving Federal Financial Assistance*) which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

32.12.2 Nondiscrimination on the Basis of Sex.

Contractor will comply with Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 *et seq.*), FEMA's implementing regulations at 44 C.F.R. Part 19 (*Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance*), and the Department's implementing regulations at 6 C.F.R. Part 15 (*Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance*) prohibit discrimination on the basis of sex in any education program or activity receiving Federal financial assistance.

32.12.3 Nondiscrimination on the Basis of Disability.

Contractor will comply with The Americans with Disability Act of 1990 (codified as amended at 42 U.S.C. §§ 12101-12213) prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Contractors must comply with the responsibilities under Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

32.12.4 Nondiscrimination on the Basis of Handicap.

Contractor will comply with Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) and FEMA's implementing regulations at 44 C.F.R. Part 16 (*Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Federal Emergency Management Agency*) provide that no otherwise qualified handicapped individual in the United States will, solely by reason of handicap, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity receiving Federal financial assistance.

32.12.5 Nondiscrimination on the Basis of Age.

Contractor will comply with the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 *et seq.*), and Department of Health and Human Services implementing regulations at 45 C.F.R. Part 90 (*Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance*) prohibit discrimination against individuals on the basis of age in any program or activity receiving Federal financial assistance.

32.12.6 Nondiscrimination on the Basis of Limited English Proficiency.

Contractor will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin which requires that recipients and subrecipients of FEMA assistance take reasonable steps to provide meaningful access to persons with limited English proficiency.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability. Contractor shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination. Contractor shall adhere to any Federal implementing regulations and other requirements that the Department and the FEMA have with respect to

nondiscrimination.

32.13 Contracting with Small, Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms:

Contractor will take all necessary, affirmative steps to assure that qualified small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible by:

- a) Placing small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that it solicits small and minority businesses and women's business enterprises whenever they are potential sources;
- c) Dividing total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- d) Establishing delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses and women's business enterprises;
- e) Utilizing the assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- f) Contractor must require subcontractors to take the five affirmative steps described in a-e above.

32.14 Environmental and Historic Preservation Protections.

Contractor shall abide by all environmental and historic preservation mitigation measures identified by FEMA when performing the scope of work including: a. National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1969) (codified as amended at 42 U.S.C. §§ 4321-4347); the National Historic Preservation Act, Endangered Species Act Endangered Species Act of 1973, Pub. L. No. 93-205 (1973) (codified as amended at 16 U.S.C. §§ 1531-1544);, Clean Water Act, other laws, and various executive orders.

32.15 Seismic Safety.

Contractor must use appropriate seismic design and construction standards and practices pursuant to the Earthquake Hazard Reduction Act of 1977, Pub. L. No. 95-124 (1977) (codified as amended at 42 U.S.C. §§ 7701-7709) and Executive Order 12699, *Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction* (1990).

32.16 Disaster Reservists.

Contractor may not in the performance of this Agreement utilize employees who are also Disaster Reservists. Disaster Reservists are personnel authorized by the special hiring authority in the Stafford Act that are not full-time employees, but rather work on an on-

call, intermittent basis to perform disaster response and recovery activities.

32.17 False Statements Act.

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

Contractor understands that in the event County becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from FEMA or the Office of the Governor, the County is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The County must also promptly refer to OOG any credible evidence that a principal, employee, agent, Contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. County must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. County must notify the local prosecutor's office of any possible criminal violations.

32.18 Prompt Payment

The Contractor is required to pay its subcontractors performing work related to the Underlying Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work is satisfactorily completed.

32.19 Retention of Records.

The Contractor agrees to maintain fiscal records and supporting documentation for all expenditures related to this Agreement pursuant to 2 CFR 200.333, UGMS, and state law. Contractor must retain, and will require its subcontractors of all tiers to retain, these records and any supporting documentation for a minimum period of not less than three (3) years after the date of termination or expiration of the Agreement or any litigation, dispute, or audit arising from the performance of the Agreement. Records related to real property and equipment acquired with grant funds shall be retained for three (3) years after final disposition.

32.20 Veteran Preference

The Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in 5 USC Section 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic

minority, female, an individual with a disability, or former employee.

32.21 Dispute Resolution.

Contractor understands that for all subcontracts of \$250,000 or more, the Contractor must include terms to address dispute resolution between the parties who shall attempt in good faith to resolve promptly any dispute arising out of or relating to the Agreement by negotiation between the parties.

32.22 Termination for Cause and Termination for Convenience.

Contractor understands that all contracts in excess of \$10,000, including subcontracts, must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

32.23 Prohibited Telecommunications and Video Surveillance Services and Equipment.

Contractor understands and acknowledges that under 2 CFR 200.216, the County is prohibited from using federal funds to procure, obtain, extend or renew a contract to procure or obtain covered telecommunications equipment or services, including telecom equipment produced by Huawei Technologies Company or ZTE Corp. (or subsidiaries or affiliates of such entities).

Contractor, therefore, certifies that they are in compliance with the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and that in the performance of this agreement, it will not provide equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

32.24 Whistleblower Protections

Contractor must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

32.25 Child Support

Per Texas Family Code 231.006, a child support obligor or business entity remains ineligible to receive payments from state funds under a contract to provide property, materials, or services; or a state funded loan until: (1) all arrearages have been paid; (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or (3) the court of continuing jurisdiction over the child support order has granted the obligor an exemption from ineligibility as part of a court-supervised effort to improve earnings and child support payments.

Before payment can be released Contractor will supply County with the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity.

Under Section 231.006, Family Code, the Contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

32.26 Assignment and Subcontracts

Contractor shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the County. Consent may be required from both the County and any federal or state agency associated with the funding for this agreement. In any approved subcontracts, Contractor shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Contractor as specified in this Contract. Nothing in this Contract shall be construed to relieve Contractor of the responsibility for ensuring that the goods delivered and/or the services rendered by Contractor and/or any of its subcontractors comply with all the terms and provisions of this Contract. Contractor will provide written notification to the County of any such subcontractor including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

32.27 Domestic Preferences for Procurements.

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

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

33.0 EXHIBIT:

Exhibit A: Property specifications and asbestos report.

34.0 PROJECT DURATION:

Bidder agrees, if awarded the contract, to complete all work required by the contract documents **within sixty (60) calendar days** after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Homeland Security and Emergency Management Department.

35.0 TEXAS ETHICS COMMISSION FORM 1295:

35.1 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, RFQ 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/filinginfo/1295/>

35.2 On-line instructions:

35.2.1 Name of governmental entity is to read: Fort Bend County

35.2.2 Identification number used by the governmental entity is: B22-042

35.2.3 Description is the title of the solicitation: Demolition Services for Disaster Recovery Project Numbers 4269-006 & 4269-007

35.3 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.

36.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

- 36.1 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 Agreement.
- 36.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas 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.

37.0 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

38.0 ADDITIONAL REQUIRED FORMS:

All vendors submitting are required to complete the attached and return with submission:

- 38.1 Vendor Form
- 38.2 W9 Form
- 38.3 Tax Form/Debt/Residence Certification
- 38.4 Contractor Acknowledgement of Stormwater Management Program

**Contract Sheet
Bid 22-042**

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

This memorandum of agreement made and entered into on the _____ day of _____, 20____, 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 _____
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Demolition Services for Disaster Recovery Project Numbers DR 4269-006 and 4269-007** 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 _____ day of _____ 20_____.

Fort Bend County, Texas

By: _____
County Judge, KP George

By: _____
Signature of Contractor

By: _____
Printed Name and Title

REQUEST TO BID FOR DEMO

PROPERTY ADDRESS: 314 Reyes

Property Details:

Address 314 Reyes Rd Rosenberg, TX 77471			
Proximity to Subject			
Sale Price		\$	
Sale Price/Gross Liv. Area		\$	sq.ft.
Data Source(s)			
Verification Source(s)			
VALUE ADJUSTMENTS		DESCRIPTION	
Sales or Financing Concessions			
Date of Sale/Time			
Location		Suburb/Interior	
Leasehold/Fee Simple		Fee Simple	
Site		43,560 sf	
View		Residential	
Design (Style)		Traditional	
Quality of Construction		Average	
Actual Age		26	
Condition		Average	
Above Grade		Total	Bdrms. Baths
Room Count		6	3 1.1
Gross Living Area		3,116 sq.ft.	
Basement & Finished Rooms Below Grade		0	
Functional Utility		Average	
Heating/Cooling		FWA/CAC	
Energy Efficient Items		Insulation	
Garage/Carport		3 Car Carport	
Porch/Patio/Deck		CvPorch/CPatio	
Pool/Spa		None	
Extra		Living Qrts/Stor	
Flood Plain		AE (Floodplain)	



Subject Rear

Living Area		Calculation Details	
First Floor	2598.25 Sq ft	$0.5 \times 1.1 \times 2.2 = 1.21$ $0.5 \times 2.2 \times 1.1 = 1.21$ $4.1 \times 2.2 = 9.02$ $25 \times 6 = 150$ $26.5 \times 22.6 = 598.9$ $25.3 \times 18.3 = 462.99$ $33.3 \times 24.9 = 829.17$ $22.6 \times 21.3 = 481.38$ $4.1 \times 15.7 = 64.37$	
Second Floor	559.61 Sq ft	$23 \times 23.8 = 547.4$ $1.1 \times 11.1 = 12.21$	
Open to Below	-41.42 Sq ft	$10.9 \times 3.8 = 41.42$	
Total Living Area (Rounded):	3116 Sq ft		
Non-living Area			
2 Car Carport	587.82 Sq ft	$29.1 \times 20.2 = 587.82$	
Living Quarters	598.9 Sq ft	$22.6 \times 26.5 = 598.9$	
1 Car Carport	310.05 Sq ft	$26.5 \times 11.7 = 310.05$	

ASBESTOS SURVEY REPORT

**One 1/2 Story Residential Structure
314 Reyes Rd.
Rosenberg, Texas 77471**

**Project Number:
B-21353**

PREPARED FOR:

**Caroline Egan
Fort Bend County
Homeland Security & Emergency Management
1521 Eugene Heimann Cir. Suite 222
Richmond, Texas 77469**

PREPARED BY:

**Bay Environmental, Inc.
11261 Richmond Ave. Ste G104
Houston, Texas 77082
(713) 729-2533**

October 26, 2021

An Asbestos Survey was conducted on October 19, 2021, by a representative of **Bay Environmental, Inc. of the One 1/2 Story Residential Structure at 314 Reyes Rd. in Rosenberg, Texas 77471.**

The purpose of this inspection was to identify Asbestos Containing Building Materials (ACBM) used in the construction or past renovations of the subject structure and prepare a report documenting the findings prior to demolition in compliance with the Texas Asbestos Health Protection Rules (TAHPR) 295.34© and 40 CFR 61.145.

The survey consisted of inspecting a One 1/2 Story Residential Structure of approximately 4,500 s.f. Suspect asbestos containing building materials observed consisted of wall board and ceiling board.

The inspection was conducted by Mark A. Wev, **TDSHS Licensed Asbestos Consultant #60-2874.** Six (6) bulk samples were collected and submitted for analysis by Polarized Light Microscopy (PLM) by Environmental Analytical Services, LLC, a licensed laboratory located at 13201 Northwest Freeway, Suite 503 in Houston, Texas 77040, **TDSHS Licensed Asbestos PLM Laboratory # 30-0373.** Samples were analyzed by EPA method 600/R-93/116 July 1993 for determination of asbestos in bulk samples, with percentage compositions based on approximate area compositions viewed under a microscope.

As a result of this inspection, no Asbestos Containing Materials were identified associated with the One 1/2 Story Residential Structure at 314 Reyes Rd. in Rosenberg, Texas 77471.

A listing of samples collected with location and results of analytical analysis are summarized below (analysis attached). **Greater than 1% asbestos is presently defined by the EPA as asbestos containing.**

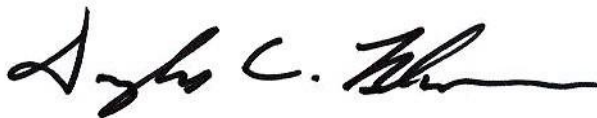
<u>Sample No.</u>	<u>Location/Type of Material</u>	<u>Results</u>
001A	Ceiling board with float compound and texture (stipple) / kitchen	None Detected
001B	Ceiling board with float compound and texture (stipple) / living room	None Detected
001C	Ceiling board with float compound and texture (stipple) / master	None Detected
002A	Wall board with float compound and texture (stipple) / utility room	None Detected
002B	Wall board with float compound and texture (stipple) / east bedroom	None Detected
002C	Wall board with float compound and texture (stipple) / bathroom	None Detected

Although no asbestos containing materials were determined to be present, a Ten-Day Notification is still required to be filed with the Texas Department of State Health Services prior to scheduled demolition activities.

The samples were analyzed by layers. Specific layer or component asbestos content is reported in parentheses, when relevant. The asbestos content of layers and components should be considered when establishing policy regarding the bulk material.

Test results do not imply product endorsement by NVLAP or any agency of the U.S. Government. Results must not be reproduced except in full. Test report relates only to the samples tested.

Questions regarding this report may be addressed by telephoning Bay Environmental, Inc. at (713) 729-2533 or by e-mail at doug@bayenv.com.



Douglas C. Beckner
TDSHS Licensed Asbestos Consultant # 10-5395
TDSHS Licensed Asbestos Laboratory # 30-0373

REQUEST TO BID FOR DEMO

PROPERTY ADDRESS: 404 Reyes

Property Details:

Address 404 Reyes Rd Rosenberg, TX 77471			
Proximity to Subject			
Sale Price	\$		
Sale Price/Gross Liv. Area	\$	sq.ft.	
Data Source(s)			
Verification Source(s)			
VALUE ADJUSTMENTS	DESCRIPTION		
Sales or Financing Concessions			
Date of Sale/Time			
Location	Suburb/Interior		
Leasehold/Fee Simple	Fee Simple		
Site	1.50 ac		
View	Residential		
Design (Style)	Traditional		
Quality of Construction	Average		
Actual Age	22		
Condition	Average		
Above Grade	Total	Bdms.	Baths
Room Count	7	3	2.1
Gross Living Area	2,171 sq.ft.		
Basement & Finished Rooms Below Grade	0		
Functional Utility	Average		
Heating/Cooling	FWA/CAC		
Energy Efficient Items	Insulation		
Garage/Carport	2 Car Garage		
Porch/Patio/Deck	CvPorch/Patio		
Pool/Spa	None		
Extra	None		
Flood Plain	AE (Floodplain)		



Subject Rear



Subject Lot



Garage



Driveway



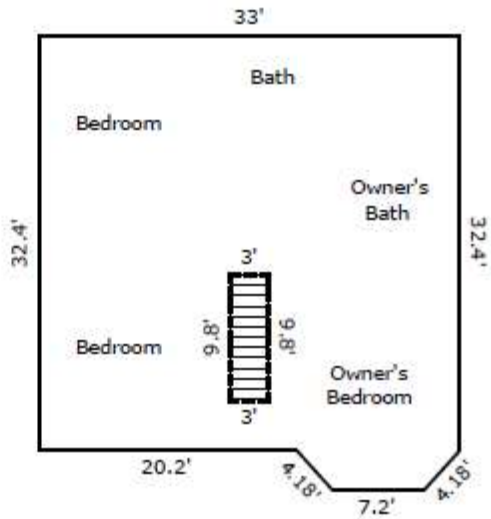
Front



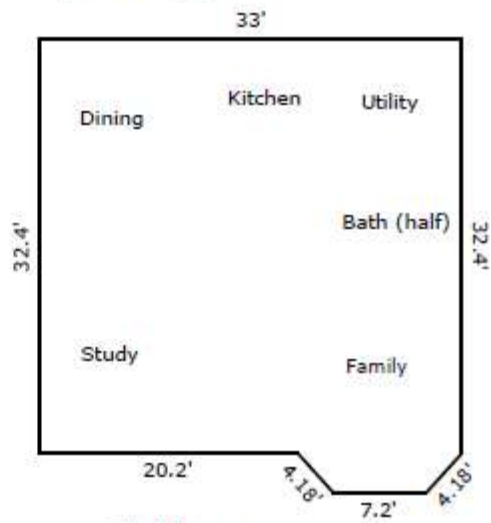
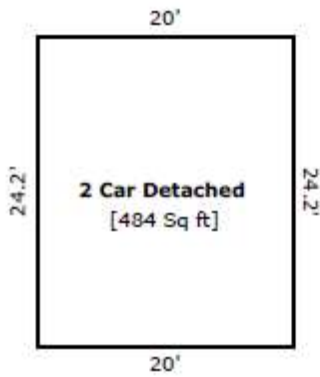
Garage



HVAC



Second Floor
[1070.8 Sq ft]



First Floor
[1100.2 Sq ft]

TOTAL Sketch by A la mode, Inc.

Area Calculations Summary

Living Area		Calculation Details	
First Floor	1100.2 Sq ft	33 × 32.4 =	1069.2
		7.2 × 3.1 =	22.32
		0.5 × 3.1 × 2.8 =	4.34
		0.5 × 2.8 × 3.1 =	4.34
Open to Below	-29.4 Sq ft	9.8 × 3 =	29.4
Second Floor	1100.2 Sq ft	33 × 32.4 =	1069.2
		7.2 × 3.1 =	22.32
		0.5 × 3.1 × 2.8 =	4.34
		0.5 × 2.8 × 3.1 =	4.34
Total Living Area (Rounded):	2171 Sq ft		
Non-living Area			
2 Car Detached	484 Sq ft	20 × 24.2 =	484

ASBESTOS SURVEY REPORT

**Two-Story Residential Structure
With Detached Garage
404 Reyes Rd.
Rosenberg, Texas 77471**

**Project Number:
B-21354**

PREPARED FOR:

**Caroline Egan
Fort Bend County
Homeland Security & Emergency Management
1521 Eugene Heimann Cir. Suite 222
Richmond, Texas 77469**

PREPARED BY:

**Bay Environmental, Inc.
11261 Richmond Ave. Ste G104
Houston, Texas 77082
(713) 729-2533**

October 26, 2021

An Asbestos Survey was conducted on October 19, 2021, by a representative of **Bay Environmental, Inc. of the Two-Story Residential Structure with Detached Garage at 404 Reyes Rd. in Rosenberg, Texas 77471.**

The purpose of this inspection was to identify Asbestos Containing Building Materials (ACBM) used in the construction or past renovations of the subject structure and prepare a report documenting the findings prior to demolition in compliance with the Texas Asbestos Health Protection Rules (TAHPR) 295.34© and 40 CFR 61.145.

The survey consisted of inspecting a Two-Story Residential Structure with Detached Garage of approximately 3,200 s.f. Suspect asbestos containing building materials observed consisted of wall board and ceiling board.

The inspection was conducted by Mark A. Wev, **TDSHS Licensed Asbestos Consultant #60-2874.** Six (6) bulk samples were collected and submitted for analysis by Polarized Light Microscopy (PLM) by Environmental Analytical Services, LLC, a licensed laboratory located at 13201 Northwest Freeway, Suite 503 in Houston, Texas 77040, **TDSHS Licensed Asbestos PLM Laboratory # 30-0373.** Samples were analyzed by EPA method 600/R-93/116 July 1993 for determination of asbestos in bulk samples, with percentage compositions based on approximate area compositions viewed under a microscope.

As a result of this inspection, no Asbestos Containing Materials were identified associated with the Two-Story Residential Structure with Detached Garage at 404 Reyes Rd. in Rosenberg, Texas 77471.

A listing of samples collected with location and results of analytical analysis are summarized below (analysis attached). **Greater than 1% asbestos is presently defined by the EPA as asbestos containing.**

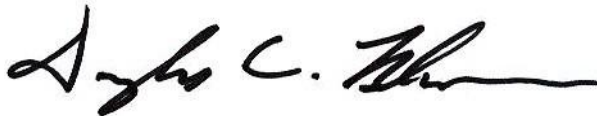
<u>Sample No.</u>	<u>Location/Type of Material</u>	<u>Results</u>
001A	Ceiling board with float compound and texture (light) / living room	None Detected
001B	Ceiling board with float compound and texture (light) / kitchen	None Detected
001C	Ceiling board with float compound and texture (light) / master	None Detected
002A	Wall board with float compound and texture (light) / living room	None Detected
002B	Wall board with float compound and texture (light) / kitchen	None Detected
002C	Wall board with float compound and texture (light) / master	None Detected

Although no asbestos containing materials were determined to be present, a Ten-Day Notification is still required to be filed with the Texas Department of State Health Services prior to scheduled demolition activities.

The samples were analyzed by layers. Specific layer or component asbestos content is reported in parentheses, when relevant. The asbestos content of layers and components should be considered when establishing policy regarding the bulk material.

Test results do not imply product endorsement by NVLAP or any agency of the U.S. Government. Results must not be reproduced except in full. Test report relates only to the samples tested.

Questions regarding this report may be addressed by telephoning Bay Environmental, Inc. at (713) 729-2533 or by e-mail at doug@bayenv.com.



Douglas C. Beckner
TDSHS Licensed Asbestos Consultant # 10-5395
TDSHS Licensed Asbestos Laboratory # 30-0373

REQUEST TO BID FOR DEMO

PROPERTY ADDRESS: 328 Little Dogie Rd.

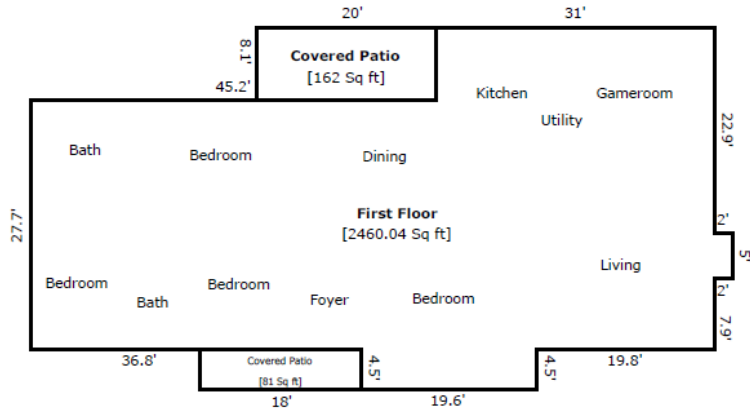
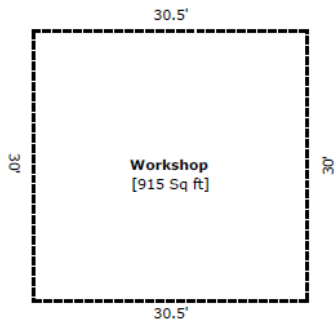
Property Details:

Address 328 Little Dogie Rd Wallis, TX 77485			
Proximity to Subject			
Sale Price	\$		
Sale Price/Gross Liv. Area	\$	sq.ft.	
Data Source(s)			
Verification Source(s)			
VALUE ADJUSTMENTS	DESCRIPTION		
Sales or Financing Concessions			
Date of Sale/Time			
Location	Suburb/Interior		
Leasehold/Fee Simple	Fee Simple		
Site	1.96 ac		
View	Residential		
Design (Style)	Traditional		
Quality of Construction	Average		
Actual Age	49		
Condition	Average		
Above Grade	Total	Bdrms.	Baths
Room Count	7	4	2.0
Gross Living Area	2,460 sq.ft.		
Basement & Finished Rooms Below Grade	0sf		
Functional Utility	Average		
Heating/Cooling	FWA/CAC		
Energy Efficient Items	Insulation		
Garage/Carport	None		
Porch/Patio/Deck	CvPrch/CPat/Dk		
Pool/Spa	None		
Extra	Workshop		
Flood Plain	AE (Floodplain)		









Area Calculations Summary		
Living Area		
First Floor	2460.04 Sq ft	Calculation Details $19.6 \times 4.5 = 88.2$ $5 \times 2 = 10$ $35.8 \times 31 = 1109.8$ $27.7 \times 45.2 = 1252.04$
Total Living Area (Rounded):	2460 Sq ft	
Non-living Area		
Workshop	915 Sq ft	$30.5 \times 30 = 915$
Covered Patio	162 Sq ft	$8.1 \times 20 = 162$
Covered Patio	81 Sq ft	$18 \times 4.5 = 81$

ASBESTOS SURVEY REPORT

**One-Story Residential Structure
328 Little Dogie
Wallis, Texas 77485**

**Project Number:
B-21352**

PREPARED FOR:

**Caroline Egan
Fort Bend County
Homeland Security & Emergency Management
1521 Eugene Heimann Cir. Suite 222
Richmond, Texas 77469**

PREPARED BY:

**Bay Environmental, Inc.
11261 Richmond Ave. Ste G104
Houston, Texas 77082
(713) 729-2533**

October 26, 2021

An Asbestos Survey was conducted on October 19, 2021, by a representative of **Bay Environmental, Inc. of the One-Story Residential Structure at 328 Little Dogie in Wallis, Texas 77485.**

The purpose of this inspection was to identify Asbestos Containing Building Materials (ACBM) used in the construction or past renovations of the subject structure and prepare a report documenting the findings prior to demolition in compliance with the Texas Asbestos Health Protection Rules (TAHPR) 295.34© and 40 CFR 61.145.

The survey consisted of inspecting a One-Story Residential Structure of approximately 2,300 s.f. Suspect asbestos containing building materials observed consisted of ceiling board.

The inspection was conducted by Mark A. Wev, **TDSHS Licensed Asbestos Consultant #60-2874.** Three (3) bulk samples were collected and submitted for analysis by Polarized Light Microscopy (PLM) by Environmental Analytical Services, LLC, a licensed laboratory located at 13201 Northwest Freeway, Suite 503 in Houston, Texas 77040, **TDSHS Licensed Asbestos PLM Laboratory # 30-0373.** Samples were analyzed by EPA method 600/R-93/116 July 1993 for determination of asbestos in bulk samples, with percentage compositions based on approximate area compositions viewed under a microscope.

As a result of this inspection, no Asbestos Containing Materials were identified associated with the One-Story Residential Structure at 328 Little Dogie in Wallis, Texas 77485.

A listing of samples collected with location and results of analytical analysis are summarized below (analysis attached). **Greater than 1% asbestos is presently defined by the EPA as asbestos containing.**

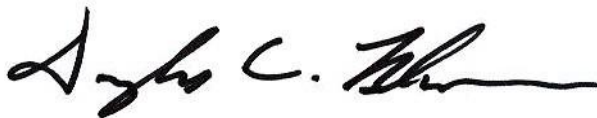
<u>Sample No.</u>	<u>Location/Type of Material</u>	<u>Results</u>
001A	Ceiling board with float compound and texture (popcorn) / living room	None Detected
001B	Ceiling board with float compound and texture (popcorn) / kitchen	None Detected
001C	Ceiling board with float compound and texture (popcorn) / bathroom	None Detected

Although no asbestos containing materials were determined to be present, a Ten-Day Notification is still required to be filed with the Texas Department of State Health Services prior to scheduled demolition activities.

The samples were analyzed by layers. Specific layer or component asbestos content is reported in parentheses, when relevant. The asbestos content of layers and components should be considered when establishing policy regarding the bulk material.

Test results do not imply product endorsement by NVLAP or any agency of the U.S. Government. Results must not be reproduced except in full. Test report relates only to the samples tested.

Questions regarding this report may be addressed by telephoning Bay Environmental, Inc. at (713) 729-2533 or by e-mail at doug@bayenv.com.



Douglas C. Beckner
TDSHS Licensed Asbestos Consultant # 10-5395
TDSHS Licensed Asbestos Laboratory # 30-0373

REQUEST TO BID FOR DEMO

PROPERTY ADDRESS: 409 Little Dogie Rd.

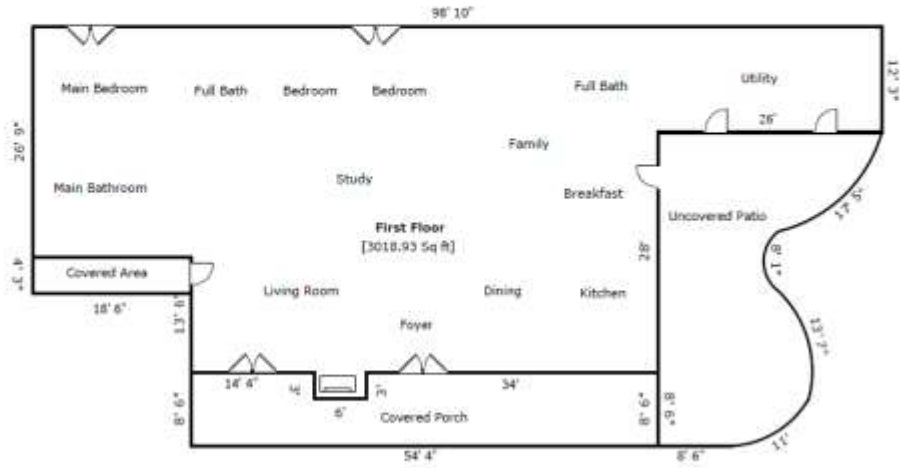
Property Details:

Address		409 Little Dogie Rd Simonton, TX 77485	
Proximity to Subject			
Data Source/ Verification			
Original List Price	\$	N/A	
Final List Price	\$	N/A	
Sale Price	\$		
Sale Price % of Original List		%	
Sale Price % of Final List		%	
Closing Date	N/A		
Days On Market			
Price/Gross Living Area	\$		
DESCRIPTION			
Financing Type	N/A		
Concessions	N/A		
Contract Date	N/A		
Location	Brazos Valley		
Site Size	3.93 ac		
Site Views/Appeal	Residential		
Design and Appeal	1Story/Slab/Rnch		
Quality of Construction	Average		
Age	46		
Condition	Good		
Above Grade Bedrooms	Bedrooms	4	
Above Grade Baths	Baths	3.0	
Gross Living Area	3,019 Sq.Ft.		
Below Grade Area	None		
Below Grade Finish	None		
Other Area	None		
Functional Utility	Average		
Heating/Cooling	CACH		
Car Storage	4 Car Gar/2 Crprt		
Additional Features	Workshop		
Flood Zone	AE		





Driveway



Living Area		Calculation Details	
First Floor	3018.93 Sq ft	6 × 3 =	18
		26.77 × 18.5 =	495.24
		40.27 × 54.3 =	2196.66
		26 × 12.27 =	319.02
Total Living Area (Rounded):	3019 Sq ft		
Non-living Area			
Workshop	300 Sq ft	15 × 20 =	300
Uncovered Patio	637.79 Sq ft	0.5 × 11.5 × 12 =	69
		0.5 × 14.64 × 3.5 =	25.62
		0.5 × 3.36 × 5.5 =	9.24
		33.14 × 5.5 =	182.26
		36.5 × 8.5 =	310.25
		Arc =	9.46
		Arc =	15.3
		Negative Arc =	8.52
		Arc =	25.19
Covered Area	78.63 Sq ft	18.5 × 4.25 =	78.62
4 Car Detached	1066.5 Sq ft	22.5 × 47.4 =	1066.5
2 Car Carport	382.5 Sq ft	17 × 22.5 =	382.5
Covered Porch	443.55 Sq ft	54.3 × 5.5 =	298.65
		14.3 × 3 =	42.9
		34 × 3 =	102







ASBESTOS SURVEY REPORT

**One-Story Residential Structure
With Detached Garage and Shed
409 Little Dogie
Wallis, Texas 77485**

**Project Number:
B-21351**

PREPARED FOR:

**Caroline Egan
Fort Bend County
Homeland Security & Emergency Management
1521 Eugene Heimann Cir. Suite 222
Richmond, Texas 77469**

PREPARED BY:

**Bay Environmental, Inc.
11261 Richmond Ave. Ste G104
Houston, Texas 77082
(713) 729-2533**

October 26, 2021

An Asbestos Survey was conducted on October 19, 2021, by a representative of **Bay Environmental, Inc. of the One-Story Residential Structure with detached Garage and Shed at 409 Little Dogie in Wallis, Texas 77485.**

The purpose of this inspection was to identify Asbestos Containing Building Materials (ACBM) used in the construction or past renovations of the subject structure and prepare a report documenting the findings prior to demolition in compliance with the Texas Asbestos Health Protection Rules (TAHPR) 295.34© and 40 CFR 61.145.

The survey consisted of inspecting a One-Story Residential Structure with detached Garage and Shed of approximately 4,500 s.f.. Suspect asbestos containing building materials observed consisted of ceiling board and residual mastic

The inspection was conducted by Mark A. Wev, **TDSHS Licensed Asbestos Consultant #60-2874.** Nine (9) bulk samples were collected and submitted for analysis by Polarized Light Microscopy (PLM) by Environmental Analytical Services, LLC, a licensed laboratory located at 13201 Northwest Freeway, Suite 503 in Houston, Texas 77040, **TDSHS Licensed Asbestos PLM Laboratory # 30-0373.** Samples were analyzed by EPA method 600/R-93/116 July 1993 for determination of asbestos in bulk samples, with percentage compositions based on approximate area compositions viewed under a microscope.

As a result of this inspection, no Asbestos Containing Materials were identified associated with the One-Story Residential Structure with detached Garage and Shed at 409 Little Dogie in Wallis, Texas 77485.

A listing of samples collected with location and results of analytical analysis are summarized below (analysis attached). **Greater than 1% asbestos is presently defined by the EPA as asbestos containing.**

<u>Sample No.</u>	<u>Location/Type of Material</u>	<u>Results</u>
001A	Ceiling board with float compound and texture (stipple) / kitchen	None Detected
001B	Ceiling board with float compound and texture (stipple) / living room	None Detected
001C	Ceiling board with float compound and texture (stipple) / master	None Detected
002A	Wall board with float compound and texture (stipple) / living room	None Detected
002B	Wall board with float compound and texture (stipple) / office	None Detected
002C	Wall board with float compound and texture (stipple) / master	None Detected


07	Residual black mastic strips from wood floor / dining room	None Detected
08	Residual black mastic strips from wood floor / dining room	None Detected
09	Residual black mastic strips from wood floor / dining room	None Detected

Although no asbestos containing materials were determined to be present, a Ten-Day Notification is still required to be filed with the Texas Department of State Health Services prior to scheduled demolition activities.

The samples were analyzed by layers. Specific layer or component asbestos content is reported in parentheses, when relevant. The asbestos content of layers and components should be considered when establishing policy regarding the bulk material.

Test results do not imply product endorsement by NVLAP or any agency of the U.S. Government. Results must not be reproduced except in full. Test report relates only to the samples tested.

Questions regarding this report may be addressed by telephoning Bay Environmental, Inc. at (713) 729-2533 or by e-mail at doug@bayenv.com.



Douglas C. Beckner
TDSHS Licensed Asbestos Consultant # 10-5395
TDSHS Licensed Asbestos Laboratory # 30-0373

REQUEST TO BID FOR DEMO

PROPERTY ADDRESS: 38104 Boot Hill Rd.

Property Details:

Address 38104 Boot Hill Road East Wallis, TX 77485			
Proximity to Subject			
Sale Price		\$	
Sale Price/Gross Liv. Area		\$ sq.ft.	
Data Source(s)			
Verification Source(s)			
VALUE ADJUSTMENTS		DESCRIPTION	
Sales or Financing Concessions			
Date of Sale/Time			
Location		Suburb/Interior	
Leasehold/Fee Simple		Fee Simple	
Site		2.09 ac	
View		Residential	
Design (Style)		Traditional	
Quality of Construction		Average	
Actual Age		41	
Condition		Average	
Above Grade		Total	Bdrms. Baths
Room Count		5	3 2.0
Gross Living Area		1,423 sq.ft.	
Basement & Finished Rooms Below Grade		0sf	
Functional Utility		Average	
Heating/Cooling		FWA/CAC	
Energy Efficient Items		Insulation	
Garage/Carport		None	
Porch/Patio/Deck		CvPorch/Patio	
Pool/Spa		None	
Extra		None	
Flood Plain		AE (Floodplain)	





Foyer



Living



Kitchen



Breakfast and Utility



Bedroom



Bath



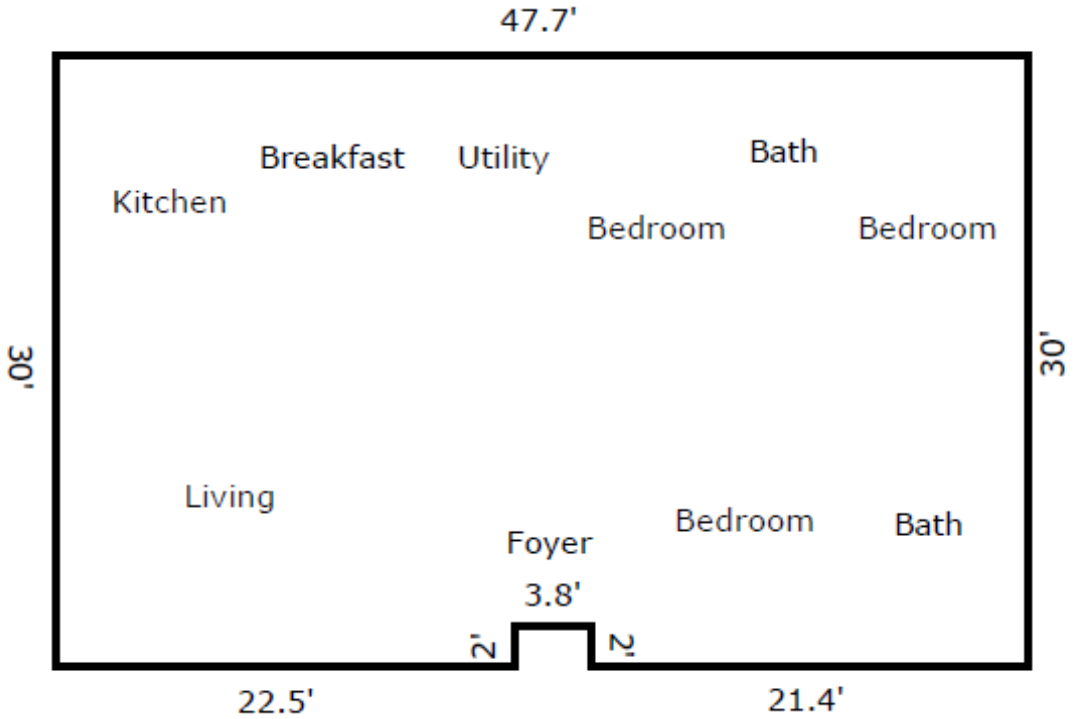
Bedroom



Bedroom



Bath



First Floor
[1423.4 Sq ft]

<small>TOTAL Sketch by a la mode, Inc.</small>		Area Calculations Summary	
Living Area		Calculation Details	
First Floor	1423.4 Sq ft	$47.7 \times 28 = 1335.6$	
		$22.5 \times 2 = 45$	
		$21.4 \times 2 = 42.8$	
Total Living Area (Rounded):	1423 Sq ft		

ASBESTOS SURVEY REPORT

**One-Story Residential Structure
38104 W. Boothill Rd.
Wallis, Texas 77485**

**Project Number:
B-21243**

PREPARED FOR:

**Caroline Egan
Fort Bend County
Homeland Security & Emergency Management
1521 Eugene Heimann Cir. Suite 222
Richmond, Texas 77469**

PREPARED BY:

**Bay Environmental, Inc.
11261 Richmond Ave. Ste G104
Houston, Texas 77082
(713) 729-2533
Fax (713) 729-2698**

July 23, 2021

An Asbestos Survey was conducted on July 17, 2021, by a representative of **Bay Environmental, Inc. of the One-Story Residential Structure at 38104 W. Boothill Rd. in Wallis, Texas 77485.**

The purpose of this inspection was to identify Asbestos Containing Building Materials (ACBM) used in the construction or past renovations of the subject structure and prepare a report documenting the findings prior to demolition in compliance with the Texas Asbestos Health Protection Rules (TAHPR) 295.34© and 40 CFR 61.145.

The survey consisted of inspecting a One-Story Residential Structure of approximately 1,275 s.f.. Suspect asbestos containing building materials observed consisted of ceiling board, residual mastic, and insulation.

The inspection was conducted by **Douglas C. Beckner, TDSHS Licensed Asbestos Consultant #10-5395.** Nine (9) bulk samples were collected and submitted for analysis by Polarized Light Microscopy (PLM) by Environmental Analytical Services, LLC, a licensed laboratory located at 13201 Northwest Freeway, Suite 503 in Houston, Texas 77040, **TDSHS Licensed Asbestos PLM Laboratory # 30-0373.** Samples were analyzed by EPA method 600/R-93/116 July 1993 for determination of asbestos in bulk samples, with percentage compositions based on approximate area compositions viewed under a microscope.

As a result of this inspection, the following Asbestos Containing Materials were identified associated with the One-Story Residential Structure at 38104 W. Boothill Rd. in Wallis, Texas 77485.

- **Residual black mastic throughout**

A listing of samples collected with location and results of analytical analysis are summarized below (analysis attached). **Greater than 1% asbestos is presently defined by the EPA as asbestos containing.**

<u>Sample No.</u>	<u>Location/Type of Material</u>	<u>Results</u>
01	Ceiling board with float compound and texture	None Detected
02	Ceiling board with float compound and texture	None Detected
03	Ceiling board with float compound and texture	None Detected
04	Residual black mastic throughout (approximately 1,010 s.f. total)	5% Chrysotile
05	Residual black mastic throughout (quantity included in sample 04)	Archived
06	Residual black mastic throughout (quantity included in sample 04)	Archived

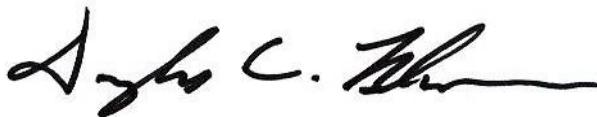
07	Brown blown-in insulation – attic	None Detected
08	Brown blown-in insulation – attic	None Detected
09	Brown blown-in insulation – attic	None Detected

Current regulations require removal of asbestos containing materials only when they are found to present a health hazard, be in damaged condition or scheduled to be disturbed in the course of renovations or demolition. Any removal of asbestos containing materials should be conducted by a Licensed Abatement Contractor and monitored under a separate contract by a Licensed Asbestos Consultant. Notification to the State (Ten Working Days) is required prior to proceeding with any asbestos abatement or demolition project.

The samples were analyzed by layers. Specific layer or component asbestos content is reported in parentheses, when relevant. The asbestos content of layers and components should be considered when establishing policy regarding the bulk material.

Test results do not imply product endorsement by NVLAP or any agency of the U.S. Government. Results must not be reproduced except in full. Test report relates only to the samples tested.

Questions regarding this report may be addressed by telephoning Bay Environmental, Inc. at (713) 729-2533 or by e-mail at doug@bayenv.com.



Douglas C. Beckner
TDSHS Licensed Asbestos Consultant # 10-5395
TDSHS Licensed Asbestos Laboratory # 30-0373



**COUNTY PURCHASING AGENT
Fort Bend County, Texas**

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)				
Business Name (if different from legal name)				
Federal ID # or S.S. #		DUNS #		
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization	Age in Business?		
Publicly Traded Business	<input type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____			
Remittance Address				
City/State/Zip				
Physical Address				
City/State/Zip				
Phone/Fax Number	Phone: _____ Fax: _____			
Contact Person				
E-mail				
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<u>Cert Date</u>	<u>Exp Date</u>
	SBE-Small Business Enterprise <input type="checkbox"/>		_____	_____
	HUB-Texas Historically Underutilized Business <input type="checkbox"/>		_____	_____
	WBE-Women's Business Enterprise <input type="checkbox"/>		_____	_____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____		
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____		
	>\$22,400,000 _____			
NAICs codes (Please enter all that apply)				
Signature of Authorized Representative				
Printed Name				
Title				
Date				

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - 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?* on page 2 for further information.

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

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

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

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

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

Line 2

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

Line 3

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

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

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

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

