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MASTER SERVICES AGREEMENT #2024-051 Building Restoration and Remediation Services

THIS MASTER SERVICES AGREEMENT ("<u>Agreement</u>"), effective the last date of signed approval ("<u>Effective</u> <u>Date</u>"), is entered into by and between the **North Central Texas Council of Governments** ("<u>NCTCOG</u>"), a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

RNDI Companies, Inc. ("<u>Contractor</u>") with offices located at **311 E. Interstate 30** Rockwall, TX 75087

ARTICLE I RETENTION OF THE CONTRACTOR

1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide Executive Search Consulting and Related Services, (hereinafter, "Services") to governmental entities participating in the TXShare program (hereinafter "Participating Entities"). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor's demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals #2024-051 (hereinafter, "RFP"). In the event of a conflict between this Agreement and the RFP, this Agreement will prevail. The Contractor demonstrated they have the resources, experience, and qualifications to perform the described services, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor's response to the RFP.

ARTICLE II SCOPE OF SERVICES

- 2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a TXShare Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.
- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities' standard operating

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procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.

- 2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes, or any new Services until a Purchase Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.
- 2.4 Pricing for items in Appendix A represent the maximum cost for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a lower cost for any item covered under this agreement.

2.5 NCTCOG Obligations

2.5.1 NCTCOG shall make available a contract page on its TXShare.org website which will include contact information for the Contractor(s).

2.6 Participating Entity Obligations.

- 2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for TXShare with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.
- 2.6.2 In order to utilize the Services, Participating Entities must execute a Purchase Order with the Contractor. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.

2.7 Contractor Obligations.

- 2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of the RFP.
- 2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Appendix A.
- 2.7.3 Contractor agrees to market and promote the use of the TXSHARE awarded contract whenever possible among its current and solicited customer base, such as, but not limited to via the Contractor's website. Contractor shall agree to follow reporting requirements and report sales made under this Master Services Agreement in accordance with Section 4.2.

ARTICLE III TERM

- 3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on July 31, 2026 (the "<u>Term</u>"), unless earlier terminated as provided herein. This Agreement will automatically be renewed, unless NCTCOG explicitly desires otherwise, for three additional years through July 31, 2029.
- 3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor

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through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

- 3.2.1 <u>Termination for Cause</u>: Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- 3.2.2 <u>Breach</u>: Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

ARTICLE IV COMPENSATION

4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity in accordance with billing terms as stated in Appendix A for each Scope of Service. If billing terms are not specified for a particular Scope of Service, then the Contractor will submit an invoice to the Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms.

Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.

4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its TXShare cooperative purchasing program. Contractor shall submit to NCTCOG on a calendar quarterly basis a report that identifies any new client Participating Entities, the date and order number, and the total contracted value of services that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

<u>NCTCOG</u> ATTN: TXShare PO Box 5888 Arlington, TX 76005-5888

Email: TXShare@nctcog.org

ARTICLE V SERVICE FEE

5.1 **Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its TXShare cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as TXShare. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the TXShare Cooperative and that will increase the sales

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opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to TXShare calculated as a percentage of sales processed through the TXShare Master Services Agreement. This administrative fee is not an added cost to TXShare participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by TXShare.

- 5.2 Administrative Fee. NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractors and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the Contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2% on all fees for service, with the exception of expenses that are passed through to Participating Entities without markup from the Contractor, such as, but not limited to, advertising, travel expenses and per diem costs, temporary housing, and materials production.
- 5.3 **Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Services through the TXShare purchasing program.

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

6.1 **Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes. No Contractor personnel shall obtain the status of or otherwise be considered an employee of NCTCOG or Participating Entity by virtue of their activities under this Agreement.

ARTICLE VII REPRESENTATION AND WARRANTIES

7.1 Representations and Warranties. Contractor represents and warrants that:

- 7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;
- 7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.
- 7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.
- 7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at

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all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.

7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of Contractor; (ii) was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from the NCTCOG or Participating Entity; (iii) is lawfully disclosed to Contractor by a third party without restriction on disclosure; (iv) is independently developed by Contractor without use of or reference to the NCTCOG's Participating Entity's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG or Participating Entity rompt written notice of such requirement to permit the NCTCOG or Participating Entity to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG and Participating Entities must strictly comply with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

8.2 **Ownership.** No title or ownership rights to any applicable software are transferred to the NCTCOG by this agreement. The Contractor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the software (as an independent work and as an underlying work serving as a basis for any improvements, modifications, derivative works, and applications NCTCOG may develop), and all copies thereof. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity for any documentation related to this Agreement and/or applicable Purchase Orders for the NCTCOG and/or any Participating Entity, whether after termination of this Agreement of otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made. Contractor shall have the right to retain copies of documentation, and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

ARTICLE IX GENERAL PROVISIONS

9.1 **Notices.** All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

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If to NCTCOG:

North Central Texas Council of Governments P.O. Box 5888 Arlington, TX 76005-5888 Attn: Charlie Oberrender (817) 695-9289 coberrender@nctcog.org

If to Contractor:

RNDI Companies, Inc. 311 E. Interstate 30 Rockwall, TX 75087 Attn: Diana Cross <u>diana@rndicompanies.com</u> (214) 876-3069

The above contact information may be modified without requiring an amendment to the Agreement.

- 9.2 **Tax.** NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.
- 9.3 Indemnification. Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.
- 9.4 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

9.5 **Insurance.** At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Purchase Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. All

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subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

Requirements:

Workers' Compensation: Statutory limits and employer's liability of \$100,000 for each accident or disease.

Commercial General Liability with NCTCOG endorsed as a Named Additional Insured. Required Limits: \$1,000,000 per occurrence; \$3,000,000 Annual Aggregate

Commercial General Liability policy with NCTCOG endorsed as a Named Additional Insured.
Shall include:
Coverage A: Bodily injury and property damage;
Coverage B: Personal and Advertising Injury liability;
Coverage C: Medical Payments;
Products: Completed Operations;
Fire Legal Liability;
Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.

Business Auto Liability with NCTCOG endorsed as a Named Additional Insured. Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.

Professional Errors and Omissions liability: Required Limits: \$1,000,000 Each Claim \$1,000,000 Annual Aggregate

- 9.5 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.
- 9.6 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 9.7 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.

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- 9.8 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.9 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.10 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.11 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.12 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.13 **Severability.** In the event any one or more of the provisions contained in this Agreement 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(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.14 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.15 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.16 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.17 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

ARTICLE X ADDITIONAL REQUIREMENTS

10.1 **Equal Employment Opportunity**. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions 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.

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- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.
- 10.8 **Procurement of Recovered Materials**. Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free workplace in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.

10.11 Civil Rights Compliance

<u>Compliance with Regulations</u>: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

<u>Nondiscrimination</u>: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including

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procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

<u>Information and Reports:</u> Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation ("the State") or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

<u>Sanctions for Noncompliance</u>: In the event of Contractor's noncompliance with the Nondiscrimination provisions of this Agreement, NCTCOG will impose such sanctions as it or the State or the FHWA may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under this Agreement until the Contractor compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

<u>Incorporation of Provisions:</u> Contractor will include the provisions of the paragraphs listed above, in this section 10.11, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter into such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.12 **Disadvantaged Business Enterprise Program Requirements**

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

10.13 Pertinent Non-Discrimination Authorities

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

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- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

10.14 Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to: a. Receive payments from state funds under a contract to provide property, materials or services; or

b. Receive a state-funded grant or loan.

By signing this Agreement, the Contractor certifies compliance with this provision.

10.15 House Bill 89 Certification

If contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, contractor certifies that contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If contractor does not make that certification, contractor state in the space below why the certification is not required.

10.16 Certification Regarding Disclosure of Conflict of Interest.

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

"No employee of the contractor, no member of the contractor's governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest. Page 12 of agreement

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents".

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG. No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code. Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

10.17 Certification of Fair Business Practices

That the submitter affirms that the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

10.19 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The Contractor agrees that it is not providing NCTCOG with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Contractor shall certify its compliance through execution of the "Prohibited Telecommunications and Video Surveillance Services or Equipment Certification," which is included as Appendix D of this Contract. The Contractor shall pass these

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requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.20 Discrimination Against Firearms Entities or Firearms Trade Associations

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. NCTCOG is prohibited from contracting with entities, or extend contracts with entities who have practice, guidance, or directive that discriminates against a firearm entity or firearm trade association. Contractor shall certify its compliance through execution of the "Discrimination Against Firearms Entities or Firearms Trade Associations Certification," which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.21 Boycotting of Certain Energy Companies

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who boycott certain energy companies. NCTCOG is prohibited from contracting with entities or extend contracts with entities that boycott energy companies. Contractor shall certify its compliance through execution of the "Boycotting of Certain Energy Companies Certification," which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.22 **Domestic Preference**

As appropriate and to the extent consistent with law, the Contractor should, 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). Consistent with §200.322, the following items shall be defined as: "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. "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.

Signature

RNDI Companies, INC.

North Central Texas Council of Governments

and (not 08/05/2024

Signature

Date

Signed by: Mike Eastland A4E72C1BEF0F426...

8/26/2024

Date

R. Michael Eastland Executive Director

DIANA CROSS

Printed Name

PRESIDENT

Title

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APPENDIX A Statement of Work



Tab D as "TAB D – A. Proposal Narrative"

RNDI has the skills and the experience to meet, and in some cases exceed, all requirements listed in the statement of work (SOW).

RNDI will provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision for the Building Restoration and Remediation Services for North Central Texas Council of Governments.

RNDI will follow protocol and the scope of work for the rehabilitation of Building Restoration and Remediation Services.

RNDI will provide Building Restoration and Remediation Services to North Central Texas Council of Governments. Full scope of services will be listed per project by North Central Texas Council of Governments.

RNDI will provide the following services:

- Assess and remediate ACM, mold, mildew, and spore growth on an as needed basis.
- Prior to commencement of the work, Contractor shall carefully examine the site where work is proposed. Contractor will have a have full knowledge of any and all conditions on the site relating to or affecting in any way, the performance of the work.
- All abatement work will be complied with Texas Department of Environmental Protection Regulations, Rules of State of Texas and Laws and Regulation of all Federal, State, or City having jurisdiction, as well as building codes. Including securing all Permits and licenses.
- The methods of abatement will be issued with respect to negative pressure enclosure or negative air or reduce pressure and glove bag.
- Clean-up of work area including HEPA vacuuming and wet cleaning, or contaminated surfaces as needed.
- Upon Completion of ACM/Mold remediation RNDI will remove and dispose of any and all debris from any project and dispose of in accordance with local, state and federal regulation.
- Provide a full-time on-site supervisor who is experienced in administration and supervision of asbestos abatement projects including work practices, protective measures, and disposal procedures.
- Any project will be implemented within a 2-day period of notification to Contractor.

RNDI will implement a weekly quality assurance program to measure our performance, quality of work and ensure delivery is met. Any problems will be tracked both internally and with the customer if needed.



311 E Interstate 30 #1 Rockwall, Texas 75087 Phone: (469) 990-9494 Fax: (713) 513-5285 Diana@RNDICompanies.com

A weekly report will be delivered to North Central Texas Council of Governments, more frequently is requested.

- 1. 1. Are all of your staff that will perform services on the customer's premises drug tested? Yes
- 2. Describe your response time to request for service. How complex is the request for service process once a NEW customer calls after an incident has occurred? For example, a small fire occurs in a building setting off the sprinklers. Now there is some minor smoke and water damage that needs cleaning up. How fast can a service team be arranged for, and a service order placed? Explain your process. Our response time to an emergency can vary between 24-48 hours depending on the severity of the emergency. Once a service order is placed a team is notified and on the job site to remedy the situation within 48 hours at the most.
- 3. It is possible some areas that will require restoration may be sensitive. Do any of your staff have criminal background checks performed? Please explain your background check process and whether any staff with a felony conviction may be employed. Our staff is e-verified and criminal background checks are performed as RNDI works for many schools which have this requirement.
- 7. What is your policy for breaks and overnight accommodation? Is the Customer expected to provide lodging for the overnight trips for staff? Our first plan of action would be to get staff to the location to access the damages while we are determining if lodging or additional staff is needed and to what extent.
- 8. What are your guidelines for determining the number of staff needed to perform service? We will determine the number of staff needed for each project upon assessment of the project.
- 9. Do you have a supervisor who is available by telephone 24 hours per day for the duration of the scheduled work? Yes 2 of them.
- 10. Describe an example restoration plan for a given event (such as the one described in Exhibit 2)
- 11. Pricing must include all equipment, drivers, services, insurance, fuel, and any other expense not previously addressed in #7 that are necessary to fulfill the requirements of a restoration project. The Customer will not incur any additional cost above the Contractor's stated price unless stated upfront in the service quote provided to the Customer. Please explain any extra charges that may be incurred by the customer. Unless additional services are required no additional cost will occur.
- 12. Please describe your restoration staff's dress code. How do they identify themselves? All our staff wear a yellow vest with our company logo and phone number.
- 13. Please explain your timeframe and the process for handling delays or cancellations on behalf of the *Contractor*. RNDI is available 24 hours a day, 7 days a week. Any delay would be caused by weather in some instances.
- 14. Please explain the process for ordering restoration services.
 - 1. Please explain how much advanced notice must be given to you for requests for service. 48 Hours.
 - 2. Please explain any of your limitations for responding to requests for service. RNDI has the staff to respond in a timely manner as long as the request is received, limitations are only due to weather or loss of electricity,



311 E Interstate 30 #1 Rockwall, Texas 75087 Phone: (469) 990-9494 Fax: (713) 513-5285 Diana@RNDICompanies.com

- 15. The Customer will typically expect to contact the Contractor and request a quote for services. Contractor will provide a quote to include all charges incurred in fulfilling the terms of each contract in relation to those amounts and fees provided in the quote submission and applying the specified discounts you will offer in your pricing proposal. The Contractor shall provide a price breakdown for each service separately as well as totals for services provided together. Please explain how your quote process may deviate. The only deviation would be due to additional work or supplies requested by the customer after the initial quote is given. Or if additional damages are found in the initial process of work.
- 16. How do you schedule and prioritize customer orders for service in the event of surging demand due to an areawide occurrence such as a flood? RNDI has the personnel to staff several projects at one time and will provide assistance as needed.
- 17. Please provide a description of how your firm intends to interact with the Customer while providing services. One Project Manager will be assigned to each customer and will be there point of contact, we also have a fully staffed office that can assist the customer if needed.
- 18. Do you provide services that can assess water or other damage to clearly explain the extent of the damage restoration needed? Do you work with the Customer's insurance company to help navigate the claims process and coordinate the necessary paperwork? Yes, we can assess the damages, but no we do not handle the insurance claims.
- 19. Describe your invoicing process. Is payment by credit card accepted? Progress payments? Is a deposit required? Credit Cards are not accepted, if customer pay a deposit is required.
- 20. Designate and provide names of specific contact person(s) for the following phases: (1) proposal evaluation process (2) contracting process (3) contract administration (primary point of contact for receiving orders from participating agencies). Diana Cross President 214-876-3069 diana@rndicompanies.com

Service Category #2: Other Ancillary Services Diana Cross – President – 214-876-3069 – diana@rndicompanies.com

- 21. Are there additional ancillary services that you wish to offer for consideration? This may include services such as specialty cleaning projects like the following (If so, please provide a brief description on pricing methodology):
 - 1. air duct and HVAC cleaning N/A
 - 2. crime scene N/A
 - 3. biohazard cleaning Yes -
 - 4. odor removal N/A
 - 5. document restoration N/A
 - 6. mold removal Yes
 - 7. blind cleaning N/A
 - 8. graffiti cleanup Yes



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22. Do you offer professional roof tarping and board-up services that would help stop more damage from happening and keep Customer's facilities secure until a roof can be inspected and repaired? Yes, we do.

Sincerely,

icne Cl

Diana Cross President Page 19 of agreement

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APPENDIX A.1 Pricing for TXShare Cooperative Purchase Program Participants

Page 20 of Lage Brief - Pricing Proposal		
RNDI Companies, Inc.		
Schedule 1 – Unit Rate Price Schedule	A D CV	
Right-of-Way Vegetative Debris Removal		
0–14.99 miles	and the second se	_
15–29.99 miles	the second se	
30 miles or greater	\$ 20.00	-
Right-of-Way Construction and Demolition (C&D) Debris Removal	\$ Per CY	-
0-14.99 miles	the second s	
15–29.99 miles	A REAL PROPERTY OF THE OWNER WATER OF THE OWNER OWNER OF THE OWNER	
30–59.99 miles	and the second se	
60 miles or greater	\$ 23.00	_
Debris Management Site Management and Reduction through Grinding		
	\$ 5.50	
Debris Management Site Management and Reduction through Air Curtain Incinerators		
	\$ 12.00	_
Debris Management Site Management and Reduction through Controlled Open Burning	S Per CY	
	\$ 25.00	_
Haul-out of Debris to Final Disposal Site		
0–14.99 miles		
15–29.99 miles		
30–44.99 miles		
45–59.99 miles		
60–74.99 miles		
75–99.99 miles		
100 miles or greater	\$ 20.00	
	6 D	
Removal of Hazardous Leaning Trees and Hanging Limbs		
6–12.99 inch diameter		-
13–24.99 inch diameter		
25–36.99 inch diameter		_
37–48.99 inch diameter	and the second se	
49 inch and larger diameter		_
Hanger removal (per tree)	\$ 2.50	
Demond of the second second	© Don Street	
Removal of Hazardous Stumps		-
24.1–36.99 inch diameter		
37–48.99 inch diameter		
49 inch and larger diameter	\$ 200.00	-
Howebeld H. W. 4 Densel (D	CD CH	
Household Hazardous Waste Removal, Transport, and Disposal	\$ Per Gallon	

0	\373C1F4-126B-4262-80A1-B0E381B767BF	\$ 2.50
Page 21	of agreement	
	Right-of-Way White Goods Debris Removal	\$ Per Unit
	Refrigerators/freezers requiring refrigerant recovery and decontamination	\$ 30.00
	Washers, dryers, stoves, ovens, AC units, and hot	\$ 30.00
	water heaters	\$ 30.00
	Sand, Silt, and Debris Removal	\$ Per CY
	0-14.99 miles	
	15–29.99 miles	
	30–44.99 miles	
	45.00 miles or greater	\$ 27.00
	Dead Animal Carcasses	\$ Per Pound
		\$ 20.00
	General building demolition	\$ 12.00
	REMOVE FLOOR COVERING	Per FT
	General building demolition	\$ 1.50
	Remove existing carpet & pad (per layer)	\$ 1.80
	Remove existing vinyl floor covering	\$ 2.00
	Remove existing VCT tile	\$ 2.00
	Remove existing 1"x 6" wood boards	\$ 2.00
	Remove existing underlayment (top)	\$ 2.00
	Remove existing 5/8" / 3/4" plywood decking (bottom	\$ 3.80
	Remove existing 2" x 8" floor joist	\$ 5.00
	Remove existing ceramic floor tile	\$ 6.00
	REMOVE BASEBOARD / SHOEMOLDING	Per FT
	Remove existing baseboard	\$ 1.00
	Remove existing base shoe molding	\$ 2.00
	Remove existing plastic cove base	\$ 2.00
	Remove existing ceramic baseboard tile	\$ 4.00
	REMOVE WALL COVERING	Per SQ FT
	Remove existing ceramic tile & concrete backer board	\$ 5.00
	Remove existing ceramic bullnose tile	\$ 2.00
	Remove existing gypsum board (sheetrock)	\$ 2.00
	Remove existing wall paneling / covering	\$ 1.00

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ocusign Envelope ID: A	\373C1F4-126B-4262-80A1-B0E381B767BF		
Page 22	Reffiewerexisting plywood	\$ 2.00	
	Remove 2" x 4" wall stud system	\$ 1.00	
	Remove 2" x 4" wall studs	\$ 1.00	
	Clean / wash interior walls with detergent to remove g	\$ 2.00	
	stains		
	REMOVE CEILING COVERING	Per SQ FT	
	Remove existing gypsum board (sheetrock)	\$ 2.50	
	Remove existing ceiling joist system	\$ 2.25	
	Remove existing ceramic tile & concrete backer board	\$ 2.50	
	Remove existing ceiling joist	\$ 2.50	
	REMOVE INTERIOR/EXTERIOR DOOR(S)	Per Unit	
	Remove existing exterior door unit	\$ 55.00	
	Remove existing interior door unit	\$ 35.00	
	Remove existing door slab	\$ 55.00	
	Remove existing garage door unit	\$ 100.00	
	Remove existing storm door unit	\$ 35.00	
	Remove existing burglar bars	\$ 30.00	
	Remove existing door lockset	\$ 4.00	
	Remove existing deadbolt	\$ 4.00	
	REMOVE DOOR CASING/TRIM	Per FT	
	Remove existing door casing (interior)	\$ 1.20	
	Remove existing door trim (exterior)	\$ 1.20	
	Remove existing door threshold	\$ 2.00	
	Remove existing door sill	\$ 6.50	
	Remove existing door stop trim	\$ 2.00	
	Remove existing door jamb	\$ 1.50	
	REMOVE WINDOWS		
	Remove existing wood / iron / aluminum single hung	\$ 75.00	
	Remove existing Gutters / downspouts	\$ 1.35	
	Remove existing Shutters	\$ 7.50	
	Remove existing Awnings	\$ 35.00	
	Remove existing burglar bars	\$ 30.00	
	REMOVE WINDOW CASING/TRIM	Per FT	

	373C1F4-126B-4262-80A1-B0E381B767BF	\$	2.00			_
Page 23		\$	2.00			
	Remove existing window trim (exterior)	\$	2.00			-
	Remove existing window apron	\$	2.00		-	
	Remove existing drip cap (exterior)					_
	Remove existing window stool (interior)	\$	2.00		_	
	Remove existing window sill (exterior)	\$	2.00			_
	REMOVE CABINETS				_	_
	Remove existing wall cabinets		18.00			
	Remove existing base cabinets	\$	18.00		_	_
	Remove existing vanity cabinets	\$	18.00			
	Remove existing linen cabinets	\$	18.00			
	Remove existing plastic laminate top	\$	7.50			
	Remove existing stove vent hood	\$	39.00			
	Remove existing medicine cabinet	\$	18.00			
	REMOVE SOFTFIT, TRIM, SIDING	Per F	Т			
	Remove existing wood fascia	\$	2.50			
	Remove existing plywood soffit	\$	2.00			
	Remove existing drip mold	\$	4.00			
	Remove existing metal drip edge	\$	4.00			
	Remove existing wood / vinyl / aluminum siding	\$	4.00			
	Remove existing trim at corners of house	\$	4.00			
	Remove existing wood trim	\$	4.00			
	Remove existing damaged rafter tail	\$	4.00			
	Remove dirt, rust and debris from existing siding by pressure washing (3500 PSI)	\$	4.00	-		
	Remove mildew from existing vinyl / aluminum siding by pump spraying mixture of (5%)Trisodium Phosphate / water	\$	1.75			
	Remove existing exterior wood / plastic lattice skirt - 2' high or less	\$	1.75			
	Remove existing 1/4" x 3/4" wood lattice trim	\$	2.00			
	Remove existing insect screen attic ventilation	\$	2.00			
	Remove existing wood column	\$	20.00			
	Remove existing concrete steps (2 steps)	\$ 1	00.00			
	Remove existing concrete steps (3 steps)	\$ 1	50.00			-

Page 24	REMOVE PLUMBING			
	Remove existing P-trap assembly (lavatory)	\$ 390.00		
	Remove existing kitchen sink	\$ 350.00	2	
	Remove existing commode set	\$ 350.00		
	Remove existing lavatory sink	\$ 300.00		
	Remove existing bathtub	\$ 750.00		
	Remove existing sliding bathtub door	\$ 450.00		
	Remove existing shower door	\$ 750.00		
	Remove existing shower stall	\$ 450.00		
	Remove existing lavatory faucet set	\$ 250.00		
	Remove existing shower faucet set	\$ 250.00		
	Remove existing shower / tub faucet set	\$ 250.00		
	Remove existing wall heater	\$ 750.00		
	Remove gas jets and cap off behind wall	\$ 350.00		
	REMOVE ELECTRICAL			
	Electrical Minimum	\$ 1,250.00		
	Remove 24" vanity lights	\$ 20.00		
	Remove 30" vanity lights	\$ 20.00		
	Remove 36" vanity lights	\$ 20.00		
	Remove 48" vanity lights	\$ 40.00		
	Remove 110 wall receptacle w/plate	\$ 20.00		
	Remove 110 wall receptacle w/up to 20' of wire	\$ 20.00		
	Remove light switch w/plate	\$ 20.00		
	Remove 110 GFI wall receptacle w/plate	\$ 10.00		
	Remove light switch w/up to 20' of wire	\$ 20.00		
	Remove single outlet / light switch cover plate	\$ 20.00		
	Remove ceiling / wall light fixture (porcelain enamel)	\$ 8.00		
	Remove double outlet / light switch cover plate	\$ 8.00		
	Remove triple outlet / light switch cover plate	\$ 8.00		
	Remove 1/2" pvc electrical tubing	\$ 2.50		
	REMOVE SOIL			
	Remove existing lead contaminated soil to 6" in depth and width as identified in attached drawing.	\$ 75.00		

Page 25	INTAMEL FLOOR COVERING	Per S	SQ FT	
	Furnish & Install 1/4" "Hardi" backer cement board underlayment (top) or approved equal	\$	4.00	
	Furnish & Install 1/2" BC plywood underlayment			
	(top)	\$	4.00	
	Furnish & Install 5/8" CDX plywood subfloor	φ	1.00	
	(bottom)	\$	5.00	
	Furnish & Install 3/4" CDX plywood subfloor			
	(bottom)	\$	7.00	
	Furnish & Install 2" x 8" treated wood floor joist @	Ψ	7.00	
	16" max or less	\$	8.00	
		.	0.5.00	
	Furnish & Install 30# felt 1	\$	25.00	_
	Furnish & Install 15# felt 1	\$	25.00	
	Furnish & Install vinyl floor covering (FHA			
	approved)	\$	7.00	
	Furnish & Install color through 1/8" VCT floor tile.			
	(Provide wood / metal transition strips as required at			
	areas where carpet and tile or othermetal transition	\$	7.00	
	strips as required at areas where carpet and tile or		11111056121045	
	other			
	Furnish & Install wood / metal transition strips (3' or			
	less)	\$	25.00	
	Sand, seal and varnish existing wooden floors gloss)	\$	7.00	
	Furnish & Install carpet and pad (min. 26 oz.)	\$	40.00	
	Stabilizedwood/concrete floorbywetscrapingandpaintir		5.00	
	Furnish & Install 1" x 6" wood boards	\$	5.00	
	Paintwood/concrete floor(semi-gloss)	\$	7.00	
	Paint wood boards (semi-gloss)	\$	3.00	
	Furnish & Install ceramic floor tile	\$	10.00	 _
	Furnish & Install rigid core luxury vinyl plank			
	flooring with foam back	\$	9.00	
	Concrete mix fill (4" deep)	\$	7.00	 _
	Float concrete floor INSTALL BASEBOARD/SHOWMOLD	\$ Per H	4.00	_
		Perf	1	
	Furnish & Install 3 1/4" wood base molding (semi-	\$	5.00	
	gloss)	φ	5.00	
	Furnish & Install 5 1/4" wood base molding (semi-	¢	6.00	
	gloss)	\$	6.00	
	Paint 3 1/4" wood base molding (semi-gloss)	\$	7.00	
	Furnish & Install 7 " wood base molding (semi-	¢	2.50	
	gloss)	\$	2.50	
	Paint 5 1/4" wood base molding (semi-gloss)	\$	2.75	
	Paint 7" wood base molding (semi-gloss)	\$	3.00	
	Stabilize 3 1/4" wood base molding by wet scraping	¢	2 00	
	and painting	\$	3.00	

Docusign Envelope ID: A373C1F4-126B-4262-80A1-B0E381B767BF Page 26 of agreement 1/4" wood base molding by wet scraping and painting \$ 3.50 \$ Furnish & Install shoe molding (Paint Grade) 4.00 Stabilize 7" wood base molding by wet scraping and painting \$ 1.50 Paint shoe molding (semi-gloss) \$ 2.00 Stabilize shoe molding by wet scraping and painting (semi-gloss) \$ 2.50 Furnish & Install wood base molding (above 3 1/4") \$ 4.00 Paint wood base molding (above 3 1/4") (semi-gloss) \$ 2.00 Furnish & Install 2 1/2" plastic cove base (.080" thick) \$ 3.00 Furnish & Install ceramic tile base molding \$ 8.00 **INSTALL WALL COVERING** Per FT Furnish & Install 1/4" - 1/2" gypsum board \$ 4.00 Furnish & Install 1/2" water resistant gypsum board \$ 5.00 Furnish & Install prefinished wall paneling over exisitng walls to \$ 8.00 Furnish & Install 1/2" concrete backer board or approved equal \$ 4.00 \$ include trim 4.00 Furnish & Install 1/2" CDX plywood \$ 1.25 Apply texture at wall (spray / roll) \$ 3.25 Paint wall (semi-gloss) \$ 4.00 Stabilize wall by wet scraping and painting (semigloss) \$ 6.00 Encapsulate wall (apply Fiberlock L - B - C Lead Barrier Compound) \$ 12.00 Furnish & Install ceramic tile (thin set) \$ 12.00 Furnish & Install ceramic bullnose tile \$ 8.00 Furnish & Install 2" x 4" wall studs \$ 10.00 Furnish & Install 2" x 6" wall studs \$ 10.00 Furnish & Install 2" x 4" top / bottom plate \$ 10.00 Furnish & Install 2" x 4" wood boards \$ 12.00 Furnish & Install wood wall stud system @ 16" o.c. to match existing in \$ 15.00 Furnish & Install 2" x 6" wood board \$ 8.00 size \$ 10.00 Furnish & Install 5/8" foil faced rigid insulation (R-4) \$ 12.00 Furnish & Install 1/2" foil faced rigid insulation (R-3) \$ 6.00 Furnish & Install 3 1/2" thick roll / batt fiberglass insulation, 15" \$ 5.00 **INSTALL CEILING COVERING** Per S|Q FT Furnish & Install 1/4" - 1/2" gypsum board \$ 4.50 Furnish & Install 1/2" water resistant gypsum board 5.00 \$ Furnish & Install ceramic tile & concrete backerboard \$ 15.00

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ocusign Envelope ID:	A373C1F4-126B-4262-80A1-B0E381B767BF					
Page 27	existing walls to include trim	\$	5.00			
	Apply texture on ceiling (spray / roll)	\$	2.50			
	Paint ceiling (semi-gloss)	\$	2.50			
		Ψ	2.50			
	Stabilize ceiling by wet scraping and painting (semi- gloss)	¢	4.00			
		\$	4.00			
	Encapsulate ceiling (apply Fiberlock LB-C Lead		6.00			
	Barrier Compound)	\$	6.00			
	Furnish & Install wood ceiling joist system @ 16"		7 00			
	o.c. to match existing in size	\$	7.00		\rightarrow	
	Furnish & Install 2" x 4" ceiling joist braces	\$	7.00		_	
	Furnish & Install 2" x 6" ceiling joist	\$	7.50			
	Furnish & Install 2" x 8" ceiling joist	\$	8.00	- in the second		
	Furnish & Install 2" x 10" ceiling joists	\$	8.50			
	Furnish & Install 6" thick (R-19) fiberglass batts /					
	blankets insulation, 15" wide.	\$	4.00			
	Furnish & Install 9" thick (R-30) fiberglass batts /					
	blankets insulation, 15" wide.	\$	6.00			
	Tape & float gypsum ceiling	\$	5.00			
	Paint wood crown molding (semi-gloss)	\$	2.00			
	Furnish & Install wood crown molding	\$	2.00			
	INSTALL INTERIOR /EXTERIOR DOOR					
	Furnish & Install 13/4" metal panel door unit w/					
	fanlight or approved equal. (exterior	\$	750.00			
	Furnish & Install 13/4" metal panel door unit 9 lite or					
	approved equal.(exterior)	\$	750.00			
	Furnish & Install 13/4" metal panel door unit 15 lite	Ψ	100100			
	or approved equal.	\$	700.00			
	Furnish & Install 13/4" metal panel door unit (closed)	Ψ	700.00			
	or approved equal. (exterior)	\$	650.00			
	Furnish & Install 1 3/8" H/C lauan flush / 6-panel	Ψ	050.00			
	door unit or approved equal. (exterior)	\$	650.00			
	Furnish & Install 1 3/8" H/C lauan flush / 6-panel	Ψ	050.00			
	 Second second s second second sec second second sec	\$	400.00			
	door unit or approved equal. (interior)	-	400.00			
	Furnish & Install bi-fold H/C lauan flush / 6-panel / 4-		250.00			
	panel door unit approved equal. (interior)	\$	350.00		_	
	Furnish & Install aluminum storm door (triple track,					
	white, 32" or 36", (factory painted) or approved	•				
	equal.	\$	300.00			
	Furnish & Install wood screen door or approved					
	equal.	\$	150.00		_	
	Furnish & Install H/C lauan flush / 6-panel door slab	\$	220.00			
	Remove and install existing exterior door	\$	250.00			
	Remove and install existing interior door	\$	200.00			
	Remove and install existing storm door	\$	140.00			

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	A373C1F4-126B-4262-80A1-B0E381B767BF				
r age z	garage door (9' X 7') or approved equal.	\$ 1	,200.00		
	Furnish & Install pre-manufactured & finish metal				
	garage door $(16' \times 7')$ or approved equal.	\$ 2	,400.00		
	Install existing burglar bars	\$	50.00		
	Paint door unit (interior or exterior); Paint on plastic				
	molding "grille"	\$	150.00		
	INSTALL DOOR TRIP - 90%	Per			
	Furnish & Install wood door casing (interior)	\$	10.00		
	Furnish & Install wood / hardi-plank door trim			 _	
	(exterior)	\$	10.00		
	Furnish & Install wood door stop trim (exterior)	\$	10.00		
	Remove and install existing door casing (interior)	\$	4.00		
	Remove and install existing door trim (exterior)	\$	4.00		
	Furnish & Install door sill	\$	10.00		
	Furnish & Install door threshold	\$	50.00		_
	Furnish & Install door jamb	\$	4.00		
	Paint wood door casing (interior) (semi-gloss)	\$	4.00		
	Paint wood door trim / (exterior) (semi-gloss)	\$	4.00		
	Paint wood door sill	\$	4.00		
	Paint wood door stop trim (exterior) (semi-gloss)	\$	4.00		
	Paint door jamb (semi-gloss)	\$	4.00	_	-
	Stabilize wood door casing by wet scraping and	+		 _	
	painting (semi-gloss)	\$	3.50		
	Stabilize wood door sill by wet scraping and painting	Ψ	5.50	 -	
	(semi-gloss)	\$	3.50		
	Stabilize wood door trim / by wet scraping and	Ψ	5.50	-	1
	painting (semi-gloss)	\$	3.50		
	Stabilize wood door stop trim by wet scraping and	Ψ	5.50		
	painting (semi-gloss)	\$	3.50		
	Stabilize wood door jamb by wet scraping and	φ	5.50	 _	
	painting (semi-gloss)	\$	3.50		
	Furnish & Install keyed lockset & deadbolt	\$	120.00	 	
	Furnish & Install door deadbolt	\$	80.00		
	Furnish & Install privacy door hardware	⊅ \$	75.00		
	Furnish & Install passage door hardware	⊅ \$	75.00		
		Φ	75.00		
	Furnish & Install garage opener (screw drive / belt drive, 1/2 HP, 120v,	\$	400.00		
		φ	400.00	 	
	Furnish & Install 4" x 6" wood beam (2 pcs of 2" x 6" with 1/2"60 hz, 5 amp)plywood spacer in				
		\$	9.00		
	between, nailed every 16" o.c. with 16d nails,	Φ	9.00		
	Furnish & Install 4" x 8" wood beam (2 pcs of 2" x 8" with 1/2"staggered along top and bettern)	¢	10.00		
	8" with 1/2" staggered along top and bottom)	\$	10.00		
	Furnish & Install 4" x 10" wood beam (2 pcs of 2" x	1			
	10" with 1/2"staggered along top and bottom)plywood spacer in between, nailed every 16"				

0 1	A373C1F4-126B-4262-80A1-B0E381B767BF	-		
Page 29	Farnish & Furnish & Install 4" x 12" wood beam (2	0	14.00	
	pcs of 2" x 12" withstaggered along top and bottom)	\$	14.00	
	Close off doors opening with 1/2" plywood sheating			
	at exterior and 1/2"staggered along top and			
	bottom)gypsum bd. At interior or material to match	022		
	existing on 2"x 6" studs at	\$	420.00	
	INSTALL WINDOWS & TRIM - 90%	Pe	r FT	
	Furnish & Install single hung aluminum window unit			
	w/ insect screens.	\$	750.00	
	Furnish & Install oversize (any window larger than 3'			
	x 5') single hungaluminum window unit w/ insect			
	screens.	\$	800.00	
	Furnish & Install window trim (interior)	\$	4.00	
	Furnish & Install aluminum replacement window unit			
	w/ insect screens. (3	\$	4.00	
	Furnish & Install window apron (interior)	\$	4.00	
	Paint window apron (interior)(semigloss)	\$	4.00	
	Paint window trim (interior) (semigloss)	\$	4.00	
	Furnish & Install wood hardi plank window trim			
	(exterior)	\$	3.50	
	Paint window trim (exterior) (semi-gloss)	\$	4.00	
	Furnish & Install window drip cap	\$	2.00	
	Paint window drip cap (semi-gloss)	\$	3.00	
	Furnish & Install wood window sill (exterior)	\$	2.00	
	Paint window sill (exterior) (semi-gloss)	\$	4.00	
	Furnish & Install wood window stool (interior)	\$	2.00	
	Paint window stool (interior) (semi-gloss)	\$	4.00	
	Stabilize wood window stool by wet scraping and	Ψ	1.00	
	painting (semi-gloss)	\$	4.00	
	Stabilize wood window apron by wet scraping and	Ψ	7.00	
	painting (semi-gloss)	\$	4.00	
		Φ	4.00	
	Stabilize wood window trim by wet scraping and painting (semi-gloss)	\$	4.00	
		φ	4.00	 -
	Stabilize wood window sill by wet scraping and painting (semi-gloss)	\$	4.00	
		Э	4.00	
	Remove existing window and reinstall after framing work	¢	200.00	
		\$	300.00	
	Close off window opening with 1/2" plywood			
	sheating at exterior and 1/2" gypsum bd. At interior or			
	material to match existing on 2"x 6" studs at 16" o.c.	¢	120.00	
	finish as specified at interior and exterior	\$	420.00	
	Encapsulate wood indow stool, apron & trim (apply	¢		
	Fiberlock L-B-C Lead Barrier Compound)	\$	5.00	
	Encapsulate wood indow trim & sill (apply Fiberlock		_	
	L-B-C Lead Barrier Compound)	\$	5.00	
	Install existing burglar bars	\$	50.00	

Page 30 Fagrain & Install new vinyl /	aluminum / galvanized	\$	15.00		
steel gutters	moute	\$			
Install existing gutters / down	spouts		10.00		
Install existing shutters		\$ \$	30.00		
Install existing awnings			40.00		
Paint existing gutters / downs		\$	2.50		
Paint existing shutters (semi-		\$	2.50		
Paint existing awnings (semi-		\$	3.50		
Furnish & Install window wo					
1" x 6")	and the second	\$	6.00		
Furnish & Install 1" x 2" wind					
(interior)		\$	4.00		
Furnish & Install 1" x 2" wind	dow molding (exterior)	\$	4.00		
Furnish & Install 1" x 2" wind	dow stop (exterior)	\$	4.00		
Paint window wood trim (sen	ni-gloss)	\$	3.00		
Paint window stop / molding		\$	3.00		
INSTALL CABINETS - 35	%	Per	FT		
furnish and install s (factory b	uilt & finish) or				
approved equal		\$	250.00		
Furnish & Install wall cabinet	s (factory built &				
finish) or approved equal	5057 B	\$	250.00		
Furnish & Install 3/4" deck, p	astic laminate, w/4"				
splash & countertop		\$	80.00		
Furnish & Install vanity cabin	et (factory built &				
finish) or approved equa		\$	50.00		
Furnish & Install 3/4" BC ply	wood deck	\$	350.00		
Furnish & Install synthetic ma		\$	100.00		
Remove and install existing va		\$	150.00		
Furnish & Install linen / pantr					-
(factory built & finish) or app	the second s	\$	200.00		
Stabilize base and /or wall cab					
and painting (semi- gloss)		\$	4.00		
Encapsulate base and /or wall		-			
Fiberlock L-B-C Lead Barrier		\$	5.00		
Paint wall cabinets (semi-glos		\$	4.00		
Paint base cabinets (semi-glos		\$	4.00		
Paint vanity cabinets (semi-glo		\$	4.00		
Paint linen cabinets (semi-glos		\$	4.00		
Stabilize vanity / linen cabinets	/	Ψ	1.00		
painting (semi- gloss)		\$	4.00		
	and the second	Ψ	-1.00		
Encapsulate vanity / linen (app		¢	5.00		
Lead Barrier Compound)		\$	5.00		
Furnish & Install 30" stove ve		-	250.00	al completions	
Furnish & Install medicine cal	Contrast on the Contrast of the Contrast of the Addition of the Contrast of the Contrast of the Contrast of the	\$	200.00		
Remove and install existing m w/mirror		\$	100.00		

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Page 31	Furnish & Install 24" tri view medicine cabinet	¢	150.00			
	w/mirror or approved equal.	\$	150.00		_	
	Furnish & Install 30" tri view medicine cabinet		1.5.5.00			
	w/mirror or approved equal.	\$	175.00		_	
	Furnish & Install 36" tri view medicine cabinet					
	w/mirror or approved equal.	\$	200.00		_	
	Furnish & Install 48" tri view medicine cabinet					
	w/mirror or approved equal.	\$	225.00		_	
	INSTALL ELECTRICAL - 25%				_	
	Furnish & Install 30" vanity lights	\$	125.00		_	
	Furnish & Install 24" vanity lights	\$	130.00			
	Furnish & Install 36" vanity lights	\$	140.00			
	Furnish & Install 48" vanity lights	\$	150.00			
	Furnish & Install 110 wall receptacle w / plate	\$	75.00			
	Furnish & Install 110 wall receptacle w / up to 20' of				1	
	wire	\$	125.00		_	
	Furnish & Install 110 GFI wall receptacle w / plate	\$	125.00	4		
	Furnish & Install light switch w / plate	\$	40.00			
	Furnish & Install light switch w / up to 20' of wire	\$	75.00			
	Furnish & Install ceiling / wall light fixture (porcelain					
	enamel)	\$	100.00		_	
	Furnish & Install single outlet / light switch cover					
	plate	\$	10.00			
	Furnish & Install double outlet / light switch cover	-				
	plate	\$	10.00			
	Furnish & Install triple outlet / light switch cover					
	plate	\$	10.00			
	Furnish & Install 1/2" pvc electrical tubing	\$	10.00			
	INSTALL SOFFIT, TRIM, SIDING - 90%		r FT		-	
	Furnish & Install 1" x 6" wood / hardi-plank fascia	\$	6.00			
	Stabilize wood fascia by wet scraping and painting	Ψ	0.00			
	(semi - gloss)	\$	4.00			
	Encapsulate wood fascia (apply Fiberlock L-B-C	Ψ	4.00		-	
	Lead Barrier Compound	\$	5.00			
	Paint fascia (semi-gloss)	\$	3.00			
	Furnish & Install 1" x 2" wood drip mold	\$	2.50			
		\$	2.50			
	Furnish & Install galvanized metal drip edge					
	Furnish & Install 1/2" BC plywood soffit	\$	2.50		_	
	Paint wood drip mold (semi-gloss)	\$	2.50			
	Furnish & Install 1/4" HardieSoffit Vented Soffit					
	(perforated vent)	\$	10.00		_	
	Furnish and Install 2"x 4" rafter tail	\$	15.00		_	
	Stabilize wood soffit by wet scraping and painting					
	(semi - gloss)	\$	7.00			
	Encapsulate wood soffit (apply Fiberlock L-B-C					
	Lead Barrier Compound	\$	4.00			

Page 32	A373C1F4-126B-4262-80A1-B0E381B767BF Furnish & Install wood / vinyl / Hardi-Plank trim @				
Fage 32	Furnish & Install wood / vinyl / Hardi-Plank trim @ all exterior corners (1" x 4" / 1" x 6")	\$	5.00		
	Furnish & Install exterior wood trim (1" x 4" / 1" x				
	6")	\$	3.00		
	Furnish & Install frieze board trim (1" x 4" / 1" x 6")	\$	6.00		
	Furnish & Install 1" x 2" wood trim	\$	3.00		
	Paint exterior wood trim (semi-gloss)	\$	3.00		
	Stabilize wood trim at exterior corners by wet				
	scraping and painting (semi-gloss)	\$	2.75	_	
	Stabilize wood trim by wet scraping and painting				
	(semi - gloss)	\$	3.50		
	Encapsulate wood trim at exterior corners (apply				
	Fiberlock L-B-C Lead Barrier Compound)	\$	4.00		
	Encapsulate wood trim (apply Fiberlock L-B-C Lead	-			
	Barrier Compound)	\$	4.00		
	Furnish & Install 15# felt 1	\$	5.00	-	
	Furnish & Install 30# felt 1	\$	5.00	-	-
	Furnish & Install vinyl siding & vinyl "J" channel	4	0.00		-
	trim (miter cut) atcorners, doors and windows.	\$	150.00		
	Furnish & Install tyvek home wrap or approved equal	<u> </u>	150.00		
	1	\$	200.00		
	Furnish & Install vinyl "J" channel	\$	180.00	 -	
	Furnish & Install vinyl cornice	\$	350.00	 -	
	Furnish & Install vinyl soffit	\$	4.00	 -	
	Furnish & Install aluminum fascia or trim(break	Ψ	7.00	 	
	metal)	\$	4.00		
	Furnish & Install aluminum soffit		9.00		
	Furnish & Install 12" hardi-plank lap siding	\$	15.00	 -	
	1 1 0	۵ ۲		-	
	Furnish & Install 8.25" hardi-plank lap siding Furnish & Install 5/8" T1-11		15.00	 _	
		\$	8.00	 	
	Furnish & Install 5" aluminum siding	\$ \$	10.00	 _	
	Furnish & Install wood 105 siding	Ф	7.00	 	
	Furnish & Install 8' decorative wood columns at front	¢	12.00		
	porch	\$	12.00	 	
	Furnish & Install 4" x 4" wood column	\$	15.00	 	
	Paint wood / iron columns (semi-gloss)	\$	7.00	-	
-	Stabilize columns by wet scraping and painting (semi-		5.00		
	gloss)	\$	5.00	<u> </u>	
	Paint iron columns with rust kill	\$	3.50	 	
	Encapsulate columns (apply Fiberlock L-B-C Lead	•	1.07		
	Barrier Compound)	\$	1.25	 	
	Prep & caulk prior to new paint	\$	4.00	 _	
	Stabilize exterior surfaces by wet scraping and		-		
	painting (semi - gloss)	\$	5.00	 	
	Encapsulate exterior surfaces (apply Fiberlock L-B-C-	100 March 1			
	Lead BarrierCompound)	\$	3.00		

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Docusign Envelope ID: A3/3C1F4-126B-4262-8	UA1-BUE381B767BF				
Page 33 Paint complete ex	cterior walls (semi-gloss)	\$	25.00		
Furnish & Instal	metal undereave soffit vents (to				
include cutting or	penings in soffit for ventilation)	\$	25.00		
	galvanized metal gable vents with				
screens	Bartanzea mean guore tento trim	\$	300.00		
	1/2" CDX plywood sheathing	\$	3.50		
	2" x 4" wall stud system	\$	4.00		
		\$			
	2" x 6" wall stud system		4.50		
	2" x 4" top / bottom plate	\$	4.00		-
	2" x 2" exterior wood trim	\$	2.50		
	2" x 4" exterior wood trim	\$	3.50		
INSTALL PLU					
Plumber Minimu	m Shift	\$	750.00		
Furnish & Install	tub & shower faucet set	\$	300.00		
Furnish & Install	shower faucet set	\$	250.00		
Furnish & Install	Wall-Mount 2-Handle Valve				
System for 8 in.	Centers	\$	300.00		
Furnish & Install	lavatory faucet set	\$	350.00		
	kitchen faucet set	\$	225.00		
and the second	p-trap assembly (lavatory)	\$	80.00		
	two compartment 7" deep stainless	+			
	ide faucets, pvc p- trap assembly,hot				
	apply lines with cut-off valves at				
kitchen	ipply lines with eut-off valves at	\$	450.00		
	complete commode set	\$	450.00		
	d re-install complete comode set	\$	175.00		-
		۰ ۶	175.00		
	all existing pedestal lavatory				-
	32" x 32" shower pan	\$	300.00		
Furnish & Install		\$	600.00		-
	shower stall (32" x 32")	\$	900.00		
	Clear Glass Sliding Bath Door	\$	600.00		-
Furnish & Install		\$	750.00		
	all existing shower door		1,000.00		
	sliding bathtub door	\$ 1	1,200.00		
Furnish & Install	fiberglass bathtub	\$	600.00	-	
Furnish & Install	14" x 14" plumbing access door for		_		
bathtub plumbing		\$	200.00		
Furnish & Install	tub-surround	\$	800.00		
Close - up wall h	eater	\$	200.00		
	ceramic bath accessory set (soap		-		
dish & towel bar)		\$	100.00		
	chrome bath accessory set (soap	Ŧ			
dish & towel bar)		\$	100.00		
INSTALL SOII		Ψ	100.00		1
	5" of approved sand, 1" of	¢	10.00		
approved top soil	or St.	\$	40.00		

U	373C1F4-126B-4262-80A1-B0E381B767BF			
Tage 34	contaminated soil was removed.	\$	175.00	
	GENERAL CONTAINMENT - 100%			
	Dust Containment / Occupied (interior) Contain Lead Dust and debrisby using 6 MM plastic sheeting to cover floors, furniture, appliances and any entrances to contaminated areas (Install on contaminated room which may be contained with a occupancy protection plan.	\$	175.00	
	Dust Containment / Base Amount (exterior) Contain Lead Dust and debris by using 6 MM plastic sheeting to cover ground on any entrancesfor determining all other entry areas which may be contained.to unit. (Install on entry areas of house). Contractor shall be responsible	\$	500.00	
	Dust Containment / Base Amount (exterior) Contain Lead Dust and debris by using 6 MM plastic sheeting to cover ground and any open entrances to contaminated areas. (Install around perimeter of house at locations to receive new siding and window to be replaced or enclosed). Contractor shall be responsible for determining all other areas which may be contained. CLEANING - 100	\$	600.00	
	Cleaning - Lead Dust Removal (small area) Clean surfaces, using thetwo basic cleaning methods, vacuuming and/or wet cleaning. Clean Lead Dust and debris by using a High Efficiency Particulate Air Filter	\$ 1	,000.00	
	Cleaning - Lead Dust Removal (large area) Clean surfaces, usingo basic cleaning methods, vacuuming and/or wet cleaning. Clean Lead Dust and debris by using a High Efficiency Particulate Air Filter (HEPA) or an equivalent high efficiency filter. Wash all surfaces with suitable detergents. HUD does not recommend trisodium phosphate (TSP)for cleaning lead dust.	\$	900.00	
	Sealing - Floors Apply seal to hard-surface floors that include wood floors, vinyl tile, linoleum, and concrete. Seal with clear polyurethane, durable paint, floor wax (or equivalent product). Concrete floors should be sealed with a concrete sealer or concrete deck enamel.	\$	4.00	
	Cleaning and Trash Removal (small jobs) Cleaning and removal of debris from job site	\$	800.00	
	Cleaning and Trash Removal (large jobs) Cleaning and removal of debris from job site	\$ 1	,000.00	

Page 35	oFagreement			
	Permits and Fees	\$ 125.00		
	Mobilization			
	Mobilization	\$ 3,500.00		
	De-Moblization	\$ 2,500.00		
	DETECTOR			
	Smoke Detector/Carbon Monoxide Detector (Battery	\$ 120.00		
	REMOVE ROOFING			
	Remove roofing material	\$ 3.00		
	Extra's			
	Dumpster C Y	\$ 3,850.00		
	Clerical Per Hour	\$ 67.00		
	Supervisor Per Hour	\$ 63.50		
	Labor Per Hour	\$ 52.70		
	Truck Per Shirft	\$ 1,250.00		
	Supplies	Cost +15%		
	Scaffolding - site specific	Cost +15%		
Will work w	ith your budget for each property to assure q	uality work i	in a timely	manner.
the second s	nay need adjustment after assessment of project.			

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EXHIBIT 1 CATEGORIES OFFERED

Place a "X" next to each category you are offering in your proposal:

X Service Category #1: Building Restoration and Remediation Services

X Service Category #2: Other Ancillary Services

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APPENDIX A.2 Service Area Designation Forms Page 38 of agreement

EXHIBIT 3 SERVICE DESIGNATION AREAS

	Texas Se	ervice Area Designation or Identi	ification				
Proposing Firm Name:	RNDI Companies, Inc,						
Notes:	Indicate in the appropriate box whether you are proposing to service the entire state of Texas						
	Will service the entire state of	Texas Will not service the entir	re state of Texas				
	x						
	If you are not proposing to service the entire state of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.						
Item	Region	Metropolitan Statistical Areas	Designated Service Area				
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	x				
2.	High Plains	Amarillo Lubbock	×				
3.	Northwest	Abilene Wichita Falls	x				
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	x				
5.	Southeast	Beaumont-Port Arthur	x				
6.	Gulf Coast	Houston-The Woodlands- Sugar Land	x				
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	x				
8.	Capital Texas	Austin-Round Rock	×				
9.	Alamo	San Antonio-New Braunfels Victoria	×				
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	x				
11.	West Texas	Midland Odessa San Angelo	X				
12.	Upper Rio Grande	El Paso	×				

(Exhibit 3 continued on next page)

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(Exhibit 3 continued)

Proposing		nwide Service Area De	signation or Identifica	tion Form			
Firm Name:	RNDI Companies, Inc.						
Notes:	Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.						
	Will servic	e all fifty (50) states	Will not service fif	ty (50) states			
			X				
	If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states. If you are only proposing to service a specific region, metropolitan statistical area (MSA), or city in a State, then indicate as such in the appropriate column box.						
Item	State Region/MSA/City			Designated as a			
		(write "ALL" if propos	ing to service entire state)	Service Area			
1.	Alabama						
2.	Alaska						
3.	Arizona						
4.	Arkansas						
5.	California						
6.	Colorado						
7.	Connecticut						
8.	Delaware						
9.	Florida						
10.	Georgia						
11.	Hawaii						
12.	Idaho						
13.	Illinois						
14.	Indiana						
15.	Iowa						
16.	Kansas						
17.	Kentucky						
18.	Louisiana						
19.	Maine						

20.	age 40 of agreement Maryland	
21.	Massachusetts	
22.	Michigan	
23.	Minnesota	
24.	Mississippi	
25.	Missouri	
26.	Montana	
27.	Nebraska	
28.	Nevada	
29.	New Hampshire	
30.	New Jersey	
31.	New Mexico	
32.	New York	
33.	North Carolina	
34.	North Dakota	
35.	Ohio	
36.	Oregon	
37.	Oklahoma	
38.	Pennsylvania	
39.	Rhode Island	
40.	South Carolina	
41.	South Dakota	
42.	Tennessee	
43.	Texas	Dallas, Fort Worth, Houston, Waco, Woodlands, Sugar land, Abilene, Killeen, Corpus Ch
44.	Utah	
45.	Vermont	
46.	Virginia	
47.	Washington	
48.	West Virginia	
49.	Wisconsin	
50.	Wyoming	

End of Exhibit 3

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I.

APPENDIX B DEBARMENT CERTIFICATION

RNDI COMPANIES, INC.

(Name of certifying official)

being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither

RNDI COMPANIES, INC.

(Name of lower tier participant)

nor its principals are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified lower tier participant is unable to certify any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

,

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:

Ð	<u> </u>
Diana	(1005

Signature of Certifying Official PRESIDENT Title 08/05/2024 Date of Certification

Form 1734 Rev.10-91 TPFS Page 42 of agreement

APPENDIX C RESTRICTIONS ON LOBBYING

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding \$100,000, NCTCOG requires its subcontractors of that grant to file a certification, set forth in Appendix B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to <u>include</u> profits from any federal action), which would be prohibited if paid for with appropriated funds.

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LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

ignature

PRESIDENT

Title

RNDI COMPANIES, INC.

Agency

08/05/2024 Date Page 44 of agreement

APPENDIX D ATTESTATION OF CONTRACTS NULLIFYING ACTIVITY

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

D-1: PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including \$200.216 and \$200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

Check one of the following:

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

-OR-

 \Box The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

RNDI COMPANIES, INC.

Name of Organization/Contractor

Diana (nos

Signature of Authorized Representative

DIANA CROSS Printed/Typed Name and Title of Authorized Representative

08/05/2024

Date

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D-2: DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that "discrimination against a firearm entity or firearm trade association" includes the following:

- A) means, with respect to the entity or association, to:
 - I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
- B) An exception to this provision excludes the following:
 - I. contracts with a sole-source provider; or
 - II. the government entity does not receive bids from companies who can provide written verification.

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

Check one of the following:

 \square The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.

-OR-

 \Box The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.

RNDI COMPANIES, INC. Name of Organization/Contractor

Diana Cross

Signature of Authorized Representative

_____DIANA CROSS Printed/Typed-Name and Title of Authorized Representative

08/05/2024

Date

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D-3: BOYCOTTING OF CERTAIN ENERGY COMPANIES

This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
- II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

Check one of the following:

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

-OR-

 \Box The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8.

RNDI COMPANIES, INC.

Name of Organization/Contractor

Signature of Authorized Representative

DIANA CROSS Printed/Typed Name and Title of Authorized Representative

08/05/2024 Date