

Document 00 42 00 PROPOSAL FORM

Project Name: Long Early Learning Center – Canopy Project

AISD Proposal Number: 006, 20-21

Name of Proposer: Fletco Construction

The Undersigned, in compliance with Advertisement of Proposals, has received and examined Contract Documents and conditions regarding this project and, having examined site of this project, propose to:

1. Hold proposal valid for at least 45 days after submission date.
2. Enter into and execute a contract, if awarded on the basis of this proposal and to furnish required bonds and insurance coverage.
3. Accomplish Work in accordance with Contract Documents.
4. Complete Work by the time stipulated in Proposal and under conditions described in Contract documents.
5. Accept all the provisions, terms and conditions of this proposal.

ACKNOWLEDGEMENT OF ADDENDA:

☒ Proposer acknowledges receipt of Addenda Nos. 1 through 1 and that the Proposals contained herein are offered in after review and consideration of same.

☐ To the best of the Proposer's knowledge, no Addenda have been issued.

BASE PROPOSAL: For the construction of **Long Early Learning Center – Canopy Project 2020** in compliance with, and as shown on the Drawings and Project Manual and allowances specified in Section 01 21 00 - ALLOWANCES:

Numerical Dollars \$95,000.00

Written in Words Ninety Five Thousand Dollars and 00/100

ALTERNATE ONE – Roof Drain

Numerical Dollars \$1317.00 Add or Deduct

Written in Words One Thousand Three Hundred and Seventeen Dollars and 00/100

DEVIATION TO CONSTRUCTION DOCUMENTS: Contractor shall list proposed deviations to the construction documents.

21 Days to Construct not Including delays for Materials, Weather and the Corona Virus.

SUBSTANTIAL COMPLETION: For each day that the completion of the project extends beyond the stipulated completion dates, the Contractor agrees to pay to the Owner the sum of **\$200.00 per day**, and that this is the amount of liquidated damages the Owner will sustain for each day the time of completion of the project extends beyond the stipulated dates.

CONSTRUCTION DURATION: Owner anticipates ranking proposals and awarding contract by November 2, 2020. Contractor proposes to achieve Substantial Completion within 21 calendar days from Notice to Proceed. Owner desires to have Work completed by January 3, 2021.

List Contractor's warranty response time from initial notification from AISD: 48hrs

By signing this Execution of Offer, I do hereby declare that I have read the Request for Competitive Sealed Proposal, on which our Proposal is submitted and had made an investigation such that Proposer is fully

informed of the conditions, facilities, difficulties, restrictions and requirements which Proposer will, or may encounter in the completion of the Project, and with full knowledge of the requirements, and does hereby agree to execute a contract for above work, for stated compensation. Undersigned further agrees, if awarded contract, to execute and deliver to Engineer within 10 days after contract signing, a Performance Bond (if accepted by owner) and Labor and Material Payment Bond equal to 100% of contract sum in accordance with Proposal.

Name of Contracting Firm: Fletco Construction

Address: 500 Chestnut St. Ste. 1615 Abilene, TX 79602

Authorized Signature: *Bryce Stickney*

Printed Name: Bryce Stickney

Title: Operations Manager

SEAL – If bid is by a corporation.

Document 00 61 00 - BID BOND

NAME OF PROJECT: **Long Early Learning Center**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **Fletco Services, LP** as Principal, and **Merchants National Bonding, Inc.** as Surety, are hereby held and firmly bound unto **Abilene Independent School District** as Owner in the penal sum of **Five Percent of the Greatest Amount Bid** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this **28th** day of **October, 2020**.

The condition of the above obligation is such that whereas the Principal has submitted to **Abilene Independent School District** a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **Long Early Learning Center**.

NOW, THEREFORE,

- a. If said Bid shall be rejected, or in the alternate,
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Owner may accept such bid; and, said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Fletco Services, LP

By: _____ (L.S.)

Merchants National Bonding, Inc.

Surety

SEAL

By: 
Andrea Rose Crawford, Attorney-in-Fact

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrea Rose Crawford; Cheri Lynn Irby; Debra Lee Moon; John William Newby; Joshua D Tritt; Linda Michelle Stalder; Sandra Lee Roney; Sherie Michelle Greenough; Suzanne Elizabeth Niedzwiedz; Troy Russell Key

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 18th day of March, 2020.



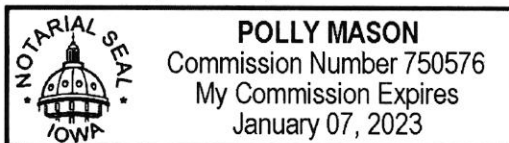
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 18th day of March, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of October, 2020.



William Warner Jr.

Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. Box 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Merchants Bonding Company (Mutual), Merchants National Bonding, Inc.

To get information or file a complaint with your insurance company:

Call: Compliance Officer at 800-678-8171

Toll-free: 1-800-678-8171

Email: regulatory@merchantsbonding.com

Mail: P.O. Box 14498, Des Moines, IA 50306-3498

To get insurance information you may also contact your agent:

Mullis Newby Hurst

Call: 972-201-0100

Mail: Liberty Plaza II 5057 Keller Springs Rd #400 Addison, TX 75001

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state: Call

with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. BOX 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

Please send all notices of claim on this bond to:

Merchants Bonding Company (Mutual) / Merchants National Bonding, Inc.

P.O. Box 14498

Des Moines, Iowa 50306-3498

(515) 243-8171

(800) 678-8171

Physical Address: 6700 Westown Parkway, West Des Moines, Iowa 50266

VENDOR QUESTIONNAIRE

1. **Company Information:** Provide the following information regarding your company.

Name/Name of Firm/Company: Fletco Construction

Mailing Address 500 Chestnut St. Ste. 1615 Abilene

State: TX Zip Code: 79602

Telephone No. 325-794-6252

Data Universal Numbering System (DUNS) Number: 047874839

Type of Entity:

- ☐ Corporation (State of Incorporation: _____)
☐ General Partnership
☒ Limited Partnership
☐ Limited Liability Company
☐ Limited Liability Partnership
☐ Sole Proprietorship

Number of Full and Part Time Employees

Full Time: 11

Part Time: _____

2. **IS VENDOR A RESIDENT BIDDER?** ☒ YES ☐ NO

A RESIDENT BIDDER REFERS TO A PERSON WHOSE PRINCIPAL PLACE OF BUSINESS IS IN THE STATE OF TEXAS, INCLUDING A VENDOR WHOSE ULTIMATE PARENT COMPANY OR MAJORITY OWNER HAS ITS PRINCIPAL PLACE OF BUSINESS IN THIS STATE.

3. **CITY AND STATE OF VENDOR'S PRINCIPAL PLACE OF BUSINESS:**

Abilene, Texas

IF NOT TEXAS, DOES THE STATE HAVE PREFERENTIAL TREATMENT ON BIDS? ☐ YES ☐ NO

IF YES, WHAT PERCENTAGE: _____%

4. If incorporated, is business authorized by State Controller to do business in Texas? Yes ☒ No ☐

If not registered, or not in good standing, please indicate this and seek resolution with the state comptroller.

Note: Any outstanding Issue regarding a Corporation's authorization to do business in Texas must be addressed prior to contracting with the District.

5. **Contact Information:**

List the person who the District may contact concerning your Proposal.

Name: Bryce Stickney

Address: 500 Chestnut St. Ste. 1615

State: Texas Zip Code: 79602

Telephone No. 325-280-5853 Fax No: _____

Email: bryce@fletcoconstruction.com

6. Provide a resume of the proposed Superintendent(s) that will provide management and oversight for Abilene ISD project.

7. Does any officer, partner, owner, sales representative and/or spouse work for AISD? Yes ☐ No ☒

8. Does Contractor have any owners, principal shareholders or stockholders, officers, agents, salespeople or key employees who are district employees or who are members of a district employee's immediate family who either work or who may potentially work on this contract with the district? Yes ☐ No ☒

If yes, name(s) and title(s): _____

9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

Yes ☐ No ☒

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

10. Has Contractor (including any owner, principal shareholder or stockholder, officer, agent, salesperson, or employee) been involved in past, pending, or present litigation involving the District or another governmental entity?

Yes ☐ No ☒

If yes, please provide the style and status of the case, as well as, the type of litigation.

11. Does Contractor have e-commerce capability? Yes ☒ No ☐

12. AISD can only do business with Equal Opportunity Employers.

Do you advertise as an Equal Opportunity Employer? Yes ☒ No ☐

Do you have a written non-discriminatory policy of employment? Yes ☒ No ☐

Has this policy been circulated throughout your organization? Yes ☒ No ☐

Person to contact regarding Equal Opportunity Information Issues:

Name: Taryn Smith Title: CFO

REFERENCES

Contractors must complete the following information and return with submittal. Contractors shall submit (5) five references within the past (5) five years for which projects of same size and/or similar magnitude have been completed.

Failure to submit Reference Form with proposal will result in reduction of points in the evaluation of bidders.

Reference #1

Client/Owner Name	Intertek Inc
Contact Person	Interfec
Contract Phone #	
Contact Email	
Project Description	New Construction
Final Contract Amount	\$ 2,130,109
Year Project was Completed	Yes
Was Project Completed on Schedule	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Name of Superintendent(s) who Provided Management and Oversight for this Project on behalf of Contractor	Ronnie Finley

Reference #2

Client/Owner Name	Tucker Midstream LLC
Contact Person	Tucker
Contract Phone #	
Contact Email	
Project Description	New Construction
Final Contract Amount	\$1,326,498.00
Year Project was Completed	YES
Was Project Completed on Schedule	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Name of Superintendent(s) who Provided Management and Oversight for this Project on behalf of Contractor	Ronnie Finley

Reference #3

Client/Owner Name	Exceed Oilfield Services, LLC
Contact Person	Exceed
Contract Phone #	
Contact Email	
Project Description	New Construction
Final Contract Amount	\$ 677,925.00
Year Project was Completed	YES
Was Project Completed on Schedule	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Name of Superintendent(s) who Provided Management and Oversight for this Project on behalf of Contractor	Ronnie Finley

Reference #4

Client/Owner Name	CSSC Midland LLC
Contact Person	CSSC
Contract Phone #	
Contact Email	
Project Description	New Building
Final Contract Amount	\$ 1,106,114.00
Year Project was Completed	YES
Was Project Completed on Schedule	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Name of Superintendent(s) who Provided Management and Oversight for this Project on behalf of Contractor	Ronnie Finley

Reference #5

Client/Owner Name	Stuart Petroleum
Contact Person	Stuart
Contract Phone #	
Contact Email	
Project Description	New Building
Final Contract Amount	\$ 1,340,433.00
Year Project was Completed	YES
Was Project Completed on Schedule	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Name of Superintendent(s) who Provided Management and Oversight for this Project on behalf of Contractor	Ronnie Finley

**PROPOSER'S GENERAL REPRESENTATIONS,
ACKNOWLEDGEMENTS AND CERTIFICATIONS**

Vendor shall initial in the column next to the representation to indicate its acknowledgement, agreement and/or certification, as requested.

1	BS (initial)	<u>Family Code Sec.231.006 Certification.</u> In accordance with Section 231.006 of the Texas Family Code, to the extent applicable to this Agreement, the Proposer certifies that the individual or business entity named in its RFP Proposal submission is not ineligible to receive the payments under a contract entered into as a result of this RFP and acknowledges that any contract entered into as a result its selection under this RFP may be terminated and payment withheld if this certification is inaccurate.
2	BS (initial)	<u>Authorization, Permits, and Business Certificates Requirement.</u> For the duration of the Contract, Vendor must have and maintain current licenses, permits, fees, business certificates and similar authorizations required by the City of Abilene, Taylor County, and the State of Texas to conduct business and provide awarded goods and/or services to the District. Upon the request of the District, Vendor shall provide copies of all licenses, business certificates permits and fees as being paid and current that are required to do business by the city, county and State for the type of business Vendor provides, or seeks to provide, to the District.
3	BS (initial)	<u>Antitrust Certification Statement.</u> Vendor affirms under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this RFP Proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) listed below; (2) In connection with this bid, neither I nor any representative of the Vendor have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this bid, neither I nor any representative of the Vendor have violated any federal antitrust law; and (4) Neither I nor any representative of the Vendor have directly or indirectly communicated any of the contents of this bid to a competitor of the Vendor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Vendor.
4	BS (initial)	<p><u>Certification of Felony Conviction Notification.</u> Pursuant to section 44.034 of the Texas Education Code, a person or business entity entering into a contract and/or agreement with AISD must give advance notice to AISD if the person or an owner or operator of the business entity has been convicted of a felony. The disclosure should include a general description of the conduct resulting in the conviction of a felony. AISD may terminate a contract with a person of business entity if AISD determines that the person or the business entity failed to give notice as required by section 44.034 or misrepresented the conduct resulting in the conviction. In such a case, AISD will compensate the person or business entity for services performed before the termination of the contract.</p> <p align="center">---THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD-CORPORATION ---</p> <p>Please check the following as applicable:</p> <p><input type="checkbox"/> Vendor is a publicly held corporation; therefore the above reporting requirement does not apply.</p> <p><input checked="" type="checkbox"/> Vendor is not owned nor operated by anyone who has been convicted of a felony.</p> <p><input type="checkbox"/> Vendor is operated or owned by the following individual(s) who has/have been convicted of a felony:</p> <p style="margin-left: 40px;">Name of Individual(s): _____</p> <p style="margin-left: 40px;">Detail of conviction(s), attach additional pages if necessary.</p> <p style="margin-left: 40px;">_____</p> <p style="margin-left: 40px;">_____</p>
5	BS (initial)	<u>Certification of Insurance Requirement.</u> I, the undersigned Vendor, do hereby certify that I shall maintain all insurance policies required by and in accordance with the insurance section(s) of this RFP. I further understand and agree that I must make the certificates of insurance and insurance policies available to AISD upon request.

6	BS (initial)	<u>Certification Regarding Terrorism.</u> Pursuant to Sections 2252.151-.154 of the Texas Government Code, the vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.
7	BS (initial)	<u>Certification Regarding Boycotting Israel.</u> If (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. NOTE: On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the above law in any state contract. In compliance with the Court's order, the Owner will not seek enforcement of this law until further order of the court or a higher court having jurisdiction over the issue.
8	BS (initial)	<u>Certification Regarding Contracting Information.</u> If Vendor is not a governmental body and (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by AISD; or (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by AISD in a fiscal year of AISD, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.372(b), the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to AISD for the duration of the Agreement; (2) promptly provide to AISD any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of AISD; and (3) on completion of the Agreement, either (a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to AISD.
9	BS (initial)	<u>Disclosure Of Interested Parties.</u> Texas Government Code, Section 2252.908 requires that Disclosure of Interested Parties using the form and procedure established by the Texas Ethics Commission, to be filed with the District at the same time it submits the signed contract, if (1) the contract award requires action or a vote by the Board of Trustees; (2) the value of the contract awarded as a result of the solicitation is at least one million dollars (\$1,000,000.00); or (3) the contract is for services that would require a person to register as a lobbyist under Tex Gov't Code Chapter 305. The form requires disclosure of any "interested party" to the contract of which the contracting business entity is aware, and must be signed by an authorized agent of the contracting business entity acknowledging that disclosure. Proposer agrees that upon notification of award and of the applicability of this requirement, it will timely comply with the filing requirements set forth by the Commission and required by Section 2252.908 of the Texas Government Code.
10	BS (initial)	<u>Criminal History Records Check ("CHRI").</u> Texas Education Code Chapter 22 requires entities that contract with school districts ("Respondent") to obtain criminal history record information ("CHRI") on Covered Employees . Covered Employees with Disqualifying Criminal Histories are prohibited from serving at a school district. Respondent must certify to the District that it has complied and must obtain similar information from its employees, subcontractors of every tier and independent contractors, to the extent they are Covered Employees. Vendor agrees that prior to commencement of performance under the awarded Contract, to the extent required, it will timely obtain CHRI on Covered Employees, at its sole expense, and provide the certifications set out in the form of Criminal Background Certification for Proposer's reference. Note: Criminal Background Certification is not required to be executed as part of your Proposal – only agreement to comply is required. Proposer shall certify its agreement that prior to commencement of performance under the awarded Contract, it will timely obtain CHRI on Covered Employees, if any, at its sole expense, and provide the certifications set

		out in the form of Criminal Background Certification by initialing the certification adjacent to this statement and its signature below.
11	<u>BS</u> (initial)	<p><u>Compliance with District Policies and Decorum on District Campuses.</u> Vendor acknowledges that the work and delivery of goods solicited under this RFP may be performed in connection with an educational facility that is currently occupied and in use. Vendor agrees to and shall comply with all rules, regulations, policies and requirements of the District and the school campus on which work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of District.</p> <p>Vendor recognizes that the ongoing school activities in proximity with its onsite activities requires the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Vendor's deliveries and/or performance of services will be scheduled so as not to interfere with, interrupt, disturb, or disrupt District's normal operations or facilities.</p> <p>The Vendor recognizes that the site is a public-school campus. Vendor understands that under the required Contract, the Vendor will be responsible for the actions of its employees and any contractor working for the Vendor under contract. Vendor certifies that it shall:</p> <ol style="list-style-type: none"> not permit employment of unfit persons or persons not skilled in tasks assigned to them; prohibit the possession or use of alcohol, controlled substances, tobacco (including e-cigarettes); prohibit the possession of any weapons on a school site or in cars of employees or contractors of Vendor, regardless of whether the owner of the weapon has permit to open or concealed carry a weapon; and require adequate dress of the Vendor's forces consistent with the nature of the work being performed. <p>Vendor understands and acknowledges that Vendor and Vendor's employees will be required to obtain a temporary badge from the AISD Maintenance Department while on the District's property. A photo ID, preferably a driver's license, will be required for issuance of the badge. Badges shall be returned to AISD Maintenance Department upon completion of project.</p>
12	<u>BS</u> (initial)	<p><u>Certification of Non-Collusion.</u></p> <p>I, the undersigned Vendor, do hereby certify that:</p> <ol style="list-style-type: none"> All statements of fact in such proposal are true. Such Proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation. Such Proposal is genuine and not collusive or sham. Vendor has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the District or of any other bidder or anyone else interested in the proposed procurement. Vendor did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal. Vendor did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else. Vendor did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information on data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the District, or to any person or persons who have a partnership or other financial interest with said Proposer in his business. Vendor did not provide, directly or indirectly to any officer or employee of the District any gratuity, entertainment, meals, or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment. No officer or principal of the undersigned Vendor is related to any officer or employee of the District by blood or marriage within the third degree or is employed, either full or part time, by the District either currently or within the last two (2) years. No officer or principal of the undersigned Vendor nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal anti-trust law in connection with the bidding, award of, or performance of any public work contract and/or agreement with any public entity. I have answered the questions regarding non-collusion truthfully and to the best of my knowledge.

By his/her signature below the Authorized Signatory for Vendor who completed this form confirms the foregoing representations, certifications, acknowledgements and agreements.

Vendor's Name: Bryce Stickney

Signature of Authorized Representative Completing this Form:

Bryce Stickney Date: 10/28/2020

EDGAR CERTIFICATIONS

The following certifications and provisions are required and apply when AISD expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and Fletco Construction ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:**

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when AISD expends federal funds, AISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES BS Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when AISD expends federal funds, AISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. AISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if AISD believes, in its sole discretion that it is in the best interest of AISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by AISD as of the termination date if the contract is terminated for convenience of AISD. Any award under this procurement process is not exclusive and AISD reserves the right to purchase goods and services from other vendors when it is in AISD's best interest.

Does Vendor agree? YES BS Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when AISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES BS Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any

part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when AISD expends federal funds during the term of an award for all contracts and sub-grants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES BS Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when AISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by AISD resulting from this procurement process.

Does Vendor agree? YES BS Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by AISD, Vendor certifies that during the term of an award for all contracts by AISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES BS Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by AISD, Vendor certifies that during the term of an award for all contracts by AISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES BS Initials of Authorized Representative of Vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by AISD, Vendor certifies that during the term of an award for all contracts by AISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES BS Initials of Authorized Representative of Vendor

(I) **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.

Pursuant to Federal Rule (I) above, when federal funds are expended by AISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by AISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Does Vendor agree? YES BS Initials of Authorized Representative of Vendor

(J) **Procurement of Recovered Materials – When federal funds are expended by AISD, AISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.**

Pursuant to Federal Rule (J) above, when federal funds are expended by AISD, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Vendor agree? YES BS Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by AISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of five years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES BS Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When AISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES BS Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of AISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES BS Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

AISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES BS Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District or any of its duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES BS Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES BS Initials of Authorized Representative of Vendor

CERTIFICATION OF AFFIRMATIVE STEPS FOR SMALL, MINORITY AND WOMEN-OWNED FIRMS

Vendor is required to take all affirmative steps set forth in 2 CFR Part 200 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) – (5) of this section.

Does Vendor agree? YES BS Initials of Authorized Representative of Vendor

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Name: Fletco Construction

Printed Name and Title of Authorized Representative: Bryce Stickney Operations Manager

Email Address: Bryce@Fletcoconstruction.com

Signature of Authorized Representative: *Bryce Stickney*

Date: 10/28/2020

CONFLICT OF INTEREST INSTRUCTIONS AND QUESTIONNAIRE (FORM CIQ)

AISD is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers as well as the conflict of interest standards set forth in EDGAR, 2 C.F.R. § 200.318 when AISD expends federal funds. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. AISD local government officers must disclose conflicts of interest by completing Form CIS, Local Government Officer Conflicts Disclosure Statement.

I. CONFLICT OF INTEREST QUESTIONNAIRE (CIQ) INSTRUCTIONS

AISD is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. H.B. 23 significantly changed the laws relating to Conflict of Interest Disclosures as well as the corresponding forms and required disclosures. As of September 1, 2015, Vendor must sign and complete the new Conflict of Interest Questionnaire (CIQ) and submit the CIQ with its proposal.

In accordance with Chapter 176 of the Texas Local Government Code, any vendor who does business with AISD or who seeks to do business with AISD must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of AISD or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor given a local government officer of AISD, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of AISD.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7).*

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. *Texas Local Government Code 176.001(3).*

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4).*

• **AISD Board of Trustees and Superintendent include:**

• Daryl Zeller	Derek Hood
• Cindy Earles	Rodney Goodman
• Angie Wiley	Dr. Danny Wheat
• Bill Enriquez	Dr. David Young, Superintendent

• **Current local government officers include, but are not limited to:**

Scott McLean	Carlos Rodriguez
Lisa Metcalf	Rickey Wallace
Cheryl Cunningham	Jennifer Puttnam

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a).*

VENDOR MUST SIGN AND SUBMIT FORM CIQ EVEN IF NO CONFLICT EXISTS.

If no conflict exists, Vendor must fill out Box 1 and write N/A in Box 3.

I hereby certify that I have read Section I, Conflict of Interest Questionnaire (CIQ) Instructions, and I agree and understand that the failure to disclose a conflict of interest and/or the failure to sign and submit Form CIQ, even if no conflict exists, with this proposal may result in disqualification.

Name and Title of Authorized Representative: Bryce Stickney Operations Manager

Signature of Authorized Representative:  Date: 10/28/2020

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFIDENTIALITY DECLARATION FORM

INFORMATION SUBMITTED TO ABILENE ISD IN CONNECTION WITH THIS PROCUREMENT SOLICITATION OR THE AGREEMENT IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

As a governmental body, AISD is subject to the Texas Public Information Act found in Chapter 552, Texas Government Code. Proposals and other information submitted to AISD in connection with this procurement solicitation or the Agreement may be subject to release as public information. If a Vendor believes that part(s) of its proposal or any other information submitted by Vendor to AISD in connection with this procurement solicitation or the Agreement contain confidential, proprietary, and/or trade secret information or otherwise may be excepted from disclosure under Texas law, the Vendor must clearly and conspicuously mark the applicable information as "CONFIDENTIAL."

Marking information as "CONFIDENTIAL" does not guarantee that the information will be withheld from disclosure. If AISD receives a request for public information involving information that Vendor has clearly and conspicuously marked as "CONFIDENTIAL," AISD will respond pursuant to Chapter 552, Texas Government Code, which may or may not require that AISD provide notice of the request to Vendor. Vendor understands and agrees that it is solely responsible for submitting to the Attorney General of Texas each reason why the requested information should be withheld and a letter, memorandum, or brief in support of that reason. Pursuant to Tex. Gov't Code § 552.0222, "contracting information"¹ is public and must be released unless excepted from disclosure under Chapter 552. The exceptions provided by Chapter 552 for disclosure for proprietary information (552.1101), commercial or financial information that would cause substantial competitive harm if released (552.110(c)), or trade secrets (552.110(b)) may not be asserted for the following types of contracting information:

- (1) the following contract or offer terms or their functional equivalent: (A) any term describing the overall or total price the governmental body will or could potentially pay, including overall or total value, maximum liability, and final price; (B) a description of the items or services to be delivered with the total price for each if a total price is identified for the item or service in the contract; (C) the delivery and service deadlines; (D) the remedies for breach of contract; (E) the identity of all parties to the contract; (F) the identity of all subcontractors in a contract; (G) the affiliate overall or total pricing for a vendor, contractor, potential vendor, or potential contractor; (H) the execution dates; (I) the effective dates; and (J) the contract duration terms, including any extension options; or
- (2) information indicating whether a vendor, contractor, potential vendor, or potential contractor performed its duties under a contract, including information regarding: (A) a breach of contract; (B) a contract variance or exception; (C) a remedial action; (D) an amendment to a contract; (E) any assessed or paid liquidated damages; (F) a key measures report; (G) a progress report; and (H) a final payment checklist.

AISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors, and **Vendor hereby waives any claim against and releases from liability AISD, its respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in connection with this procurement solicitation or the Agreement or otherwise created, assembled, maintained, or held by Vendor or AISD and determined by AISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.** Further, even if Vendor marks information as "CONFIDENTIAL," **Vendor expressly agrees that AISD may disclose Vendor's proposal, including, but not limited to, pricing information, to other governmental entities.**

Please check **ONLY ONE** of the following options:

Declaration of Confidentiality – Vendor **HAS** clearly and conspicuously marked information contained in its proposal and/or other information submitted by Vendor to AISD in connection with this procurement solicitation or the Agreement as "CONFIDENTIAL." Vendor declares that the information marked by Vendor as "CONFIDENTIAL" contains confidential, proprietary, and/or trade secret information and is excepted from disclosure under Chapter 552, Texas Government Code.

X **Waiver of Confidentiality** – Vendor **HAS NOT** marked any information contained in its proposal and/or other information submitted by Vendor to AISD in connection with this procurement solicitation or the Agreement as

¹ "Contracting information" is defined by Tex. Gov't Code § 552.003(7) as "the following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor: (A) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body; (B) solicitation or bid documents relating to a contract with a governmental body; (C) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract; (D) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and (E) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body."

"CONFIDENTIAL." Vendor certifies that it has not submitted any confidential, proprietary, and/or trade secret information to AISD and that its proposal and all other information—including any pricing information—submitted by Vendor to AISD in connection with this procurement solicitation or the Agreement is subject to disclosure under Chapter 552, Texas Government Code. Vendor hereby expressly waives any claim of confidentiality with respect to its proposal and/or any other information submitted by Vendor to AISD in connection with this procurement solicitation or the Agreement.

Fletco Construction

Vendor Name

Bryce Stickney

Printed Name of Authorized Officer/Representative of Vendor

Operations Manager

Title

Bryce Stickney
Signature

10/28/2020

Date

SB 9 Contractor Certification: Contractor Employees

Background: Texas Education Code Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to AISD that they have complied and must obtain similar certifications from their subcontractors. See *SB 9 Contractor Certification: Subcontractor attachment*. The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

Definitions:

Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. AISD will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Public Works Exception to Covered Employees: Covered employees do not include employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed more than seven (7) days before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities separated from all areas used by students by a fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by AISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Types of Criminal History Record Information:

- For employees hired by Contractor before January 1, 2008—Any law enforcement or criminal justice agency;
- For employees hired by Contractor on or after January 1, 2008—National criminal history information from the Texas Department of Public Safety criminal history clearinghouse.

On behalf of Fletco Construction ("Contractor"), I, the undersigned authorized signatory for Contractor, certify to Abilene Independent School District ("AISD") that [checkone]:

☒ None of Contractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

☐ Some or all of Contractor's employees are *covered employees*. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify AISD in writing within 3 business days.
- (3) Upon request, Contractor will provide AISD with the name and any other requested information of covered employees so that AISD may obtain criminal history record information on the covered employees.

If AISD objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at AISD.

I also certify to AISD on behalf of Contractor that Contractor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Bryce Stickney
Signature

Operations Manager
Title

10/28/2020
Date

SB 9 Contractor Certification: Subcontractor

Background: Texas Education Code Chapter 22 requires entities that contract with school district contractors to obtain criminal history records regarding covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Subcontractors must certify to AISD and to the contractor that they have complied. The law requires each subcontractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

Definitions:

Covered employees: Employees of a subcontractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. AISD will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Public Works Exception to Covered Employees: Covered employees do not include employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed more than seven (7) days before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities separated from all areas used by students by a fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by AISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school; (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

On behalf of Staples Steel Erectors Corp. ("Subcontractor") has entered into a contract with Fletco Construction ("Contractor"), to provide services in connection with the contract between Abilene Independent School District ("AISD") and Contractor. I, the authorized signatory for Subcontractor, certify to AISD and Contractor that [check one]:

☐ None of Subcontractor's employees are covered employees, as defined above. If this box is checked, I further certify that Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become covered employees. Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

☒ Some or all of Subcontractor's employees are covered employees. If this box is checked, I further certify that:

- (1) Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Subcontractor receives information that a covered employee subsequently has a reported criminal history, Subcontractor will immediately remove the covered employee from contract duties and notify AISD in writing within 3 business days.
- (3) Upon request, Subcontractor will provide AISD with the name and any other requested information of covered employees so that AISD may obtain criminal history record information on the covered employees.

If AISD objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at AISD.

I also certify to AISD and Contractor on behalf of Subcontractor that Subcontractor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature

Title

Date

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Fletco Services, LP		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 1302 E. Main Street	Requester's name and address (optional)	
6 City, state, and ZIP code Fredericksburg, Texas 78624		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-					
or								
Employer identification number								
2	7	-	4	2	5	6	4	7 5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Tamm Smith

Date ►

5/14/2020

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships* on page 1.

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

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

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

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

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

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

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

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

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

A bank as defined in section 581

K—A broker

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 629), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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



FLETSE-01

EBLASKOVICH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mullis Newby Hurst – Texas 5057 Keller Springs Road Suite 400 Addison, TX 75001	CONTACT NAME: Doug Reed		
	PHONE (A/C, No, Ext): (972) 201-0134	FAX (A/C, No):	
	E-MAIL ADDRESS: dreed@mnhins.com		
INSURED Fletco Services, L.P. 12305 Tower Midland, TX 79707	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Amerisure Insurance Company		19488
	INSURER B : Texas Mutual Insurance Company		22945
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP 2114728	6/16/2020	6/16/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA 2114729	6/16/2020	6/16/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CU 2114730	6/16/2020	6/16/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0001239001	6/16/2020	6/16/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: FLETSER-01

EBLASKOVICH

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Mullis Newby Hurst – Texas		NAMED INSURED Fletco Services, L.P. 12305 Tower Midland, TX 79707	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Certs

The follow applies only if applicable coverage is evidenced on Acord 25 – CERTIFICATE OF LIABILITY INSURANCE:

The General Liability, Auto, and Umbrella policies include a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the Named Insured and the certificate holder that requires such status.

The General Liability policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder for ongoing and completed operations only when there is written contract between the Named Insured and the certificate holder that requires such status.

The General Liability, Auto, and Umbrella policies contain an endorsement with primary and noncontributory wording that may apply only when there is a written contract between the Named Insured and the certificate holder that may require such status.

The General Liability, Auto, Umbrella, and Workers Compensation policies include a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the Named Insured and the certificate holder that requires this coverage.

The Automobile policy includes a Loss Payee endorsement that provides loss payee status to the certificate holder as their interest may appear.

The Contractors Equipment policy includes a blanket Loss Payee endorsement that provides loss payee status to the certificate holder as their interest may appear.



Consult | Design | Construct



**AIA Document A305
Contractors Qualification
Statement
&
2020 Employee Resumes**

1302 E. Main Street Fredericksburg, TX 78624
Phone: (830) 992-3029 | Fax: (830) 992- 3029 | Scott@FletcoConstruction.com
FletcoConstruction.com

AIA[®] Document A305[™] – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

Fletco Services, LP

NAME:

ADDRESS:

PRINCIPAL OFFICE:

1302 E Main

Fredericksburg, TX 78624

☐ Corporation

☒ Partnership

☐ Individual

☐ Joint Venture

☐ Other

NAME OF PROJECT (if applicable):

1st Financial Bank Operations Center Abilene

TYPE OF WORK (file separate form for each Classification of Work):

☒ General Construction

☐ HVAC

☐ Electrical

☐ Plumbing

☐ Other (please specify)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 11 years

§ 1.2 How many years has your organization been in business under its present business name? 11 years

§ 1.2.1 Under what other or former names has your organization operated? N/A

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

Limited Partnership

§ 1.4.3 Name(s) of general partner(s)

Fletch Smith

Taryn Smith

Fletco Construction, LLC

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

The State of Texas: General Contracting and Consultation

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

The State of Texas

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

General Construction (Contractor at Risk)

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See Attached

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

\$9,945,491

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See Attached

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?
Yes

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?
Yes

§ 6. SIGNATURE

§ 6.1 Dated at this 4th day of May, 2020

Name of Organization: Fletco Services, LP

By: *Taun Smith*

Title: CFO

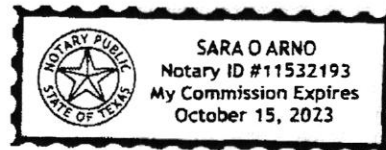
§ 6.2

being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 4th day of May 2020

Notary Public: *Sarno*

My Commission Expires: *October 15, 2023*



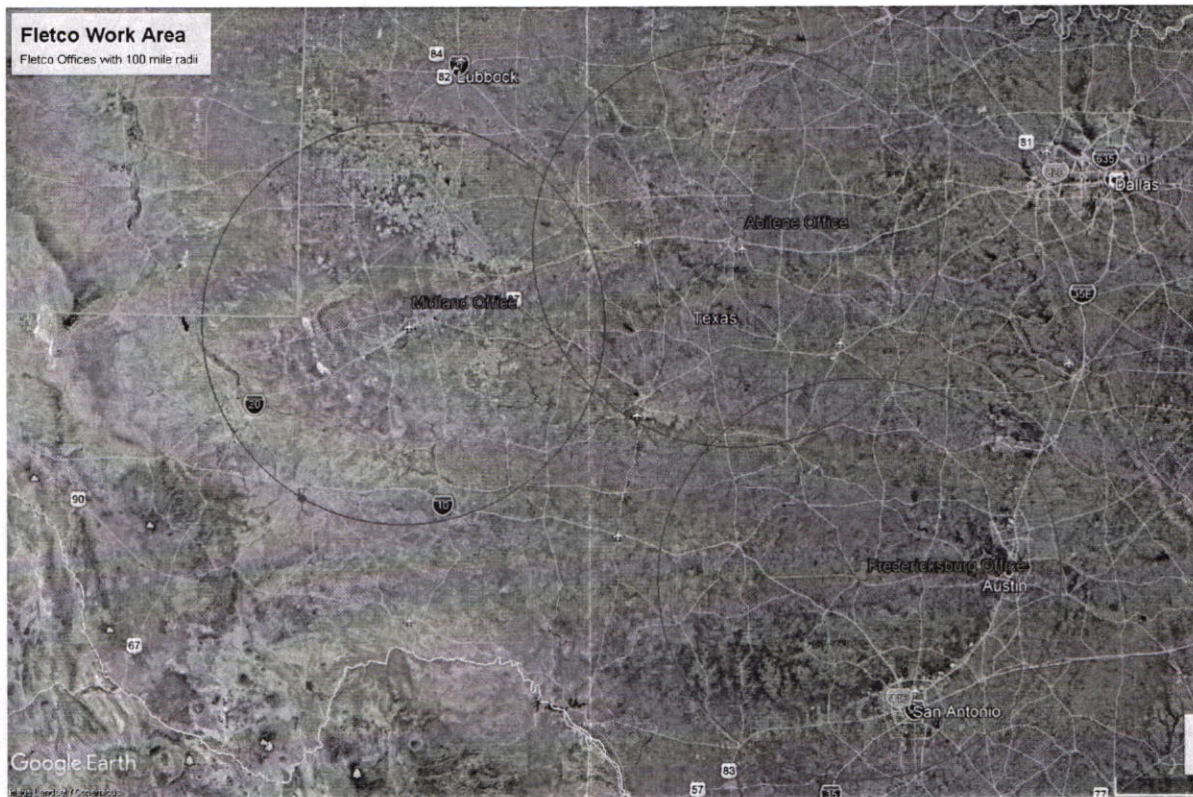


3.4 and 3.5- In Progress and Completed Construction Projects by Fletco Construction

BUILDING NAME	ADDRESS	CITY	OWNER	COUNTY/ CITY	TOTAL SF	OFFICE SF	SHOP SF	WASHBAY	AWNING	ACREAGE	PROJECT PRICE	ARCHITECT	% COMPLETE	DATE FINISHED
INTERTEK	5718 NCR 1287	MIDLAND	INTERTEK, INC	COUNTY	11914	7980	3934			5	\$ 2,130,109	NA	100%	8/14/2015
TUCKER	11108 WCR 46	MIDLAND	TUCKER MIDSTREAM, LLC	COUNTY	10232	5925	4307			5	\$ 1,326,498	NA	100%	7/23/2015
EXCEED	5604 N FM 1788	MIDLAND	EXCEED OILFIELD SERVICES, LLC	COUNTY	7000	2000	5000			5	\$ 667,925	NA	100%	1/8/2016
11806 JORDY	11806 JORDY	MIDLAND	CSSC MIDLAND LLC	CITY	7000	2000	5000			5.3	\$ 1,106,114	ARCHIS DESIGN/MEERS	100%	11/9/2015
11814 JORDY	11814 JORDY	MIDLAND	CSSC MIDLAND LLC	CITY	10000	2500	7500			5.3	\$ 1,219,850	ARCHIS DESIGN/MEERS	100%	10/16/2015
STUART	12300 TOWER	MIDLAND	STUART PETROLEUM	CITY	11950	8125	3825	1825	3600	7.8	\$ 1,340,433	ARCHIS DESIGN/MEERS	100%	10/17/2016
PYRAMID	11601 TOWER	MIDLAND	PTW, INC	CITY	20800	4580	16220		2640	8	\$ 1,615,718	ARCHIS DESIGN/MEERS	100%	4/21/2017
YELLOWHOUSE MACHINERY	12230 HWY 191	MIDLAND	JKK PROPERTIES, LLC	CITY	40995	10825	25370	4800		12	\$ 4,495,792	GARY BAKER & ASSOC/MATTHEWS	100%	6/23/2017
IST LOGISTICS	5718 FM 1788	MIDLAND	CSSC MIDLAND LLC	COUNTY	11200	3600	7600			6.09	\$ 1,295,058	NA	100%	7/25/2017
PFS CONSTRUCTION	12018 JORDY	MIDLAND	CSSC MIDLAND LLC	CITY	10000	2500	7500			5	\$ 1,495,564	H3 DIGITAL DESIGN/WEST CO.	100%	11/17/2017
STEEPLES 1	351 STEEPLES O	MONAHANS	STEEPLE O DEVELOPMENT	COUNTY	5000	1250	3750		2000		\$ 260,964	NA	100%	11/3/2017
STEEPLES 2	350 STEEPLES O	MONAHANS	STEEPLE O DEVELOPMENT	COUNTY	5000	1250	3750		2000		\$ 260,613	NA	100%	11/3/2017
ENERFLEX	167 RAUL FLORES BLVD	PECOS	PECOS GROHMAN VENTURES	CITY	4500	1100	3400				\$ 417,747	H3 DIGITAL DESIGN/WEST CO.	100%	2/7/2018
SWINERTON	6623 FM 1053	FORT STOCKTON	BUCKTHORN SOLAR	COUNTY	2500	2500					\$ 105,228	NA	100%	1/31/2018
BP SUPPLY	11710 TOWER	MIDLAND	BP SUPPLY	CITY	7000	2000	5000		1250	5.1	\$ 1,323,431	H3 DIGITAL DESIGN/WEST CO.	100%	2/23/2018
INTEGRITY 1	12110 JORDY	MIDLAND	CSSC MIDLAND LLC	CITY	11339	2589	7500	1250		4.5	\$ 1,037,832	H3 DIGITAL DESIGN/WEST CO.	100%	3/16/2018
STUART 2	12200 JORDY	MIDLAND	CSSC MIDLAND LLC	CITY	13589	3214	8750	1825		4.5	\$ 1,524,389	H3 DIGITAL DESIGN/WEST CO.	100%	6/1/2018
PIONEER ENERGY SERVICES	11906 JORDY	MIDLAND	CSSC MIDLAND LLC	CITY	11339	2589	7500	1250		5.4	\$ 1,077,911	H3 DIGITAL DESIGN/WEST CO.	100%	7/10/2018
WILD CAT OIL TOOLS	11918 JORDY	MIDLAND	CSSC MIDLAND LLC	CITY	11339	2589	7500	1250		3.7	\$ 1,001,369	H3 DIGITAL DESIGN/WEST CO.	100%	7/17/2018
STEEPLES 3	348 STEEPLES O	MONAHANS	STEEPLE O DEVELOPMENT	COUNTY	5000	1250	3750		2000		\$ 275,705	NA	100%	6/11/2018
BPS PECOS	#26 CR 201	PECOS	PECOS INDUSTRIAL PARK	CITY	10000	1250	8750				\$ 541,910	NA	100%	8/22/2018
EMD INC	11800 JORDY	MIDLAND	EMD, INC	CITY	6900	5400	1500		1500	2.2	\$ 1,031,284	H3 DIGITAL DESIGN/WEST CO.	100%	11/20/2018
GOODNIGHT MIDSTREAM	11612 TOWER	MIDLAND	GOODNIGHT MIDSTREAM	CITY	7200	4950	2250			3.2	\$ 1,097,430	H3 DIGITAL DESIGN/WEST CO.	100%	10/25/2018
TOTAL DIRECTIONAL	4000 STATE HWY 18	MONAHANS	TOTAL DIRECTIONAL	COUNTY	6250	2500	3750		1000		\$ 574,861	NA	100%	11/26/2018
AKITA DRILLING	12120 JORDY	MIDLAND	AKITA DRILLING, LLC	CITY	11339	2589	7500	1250		4.5	\$ 1,190,197	H3 DIGITAL DESIGN/WEST CO.	100%	1/3/2019
INTEGRITY 2	12100 JORDY	MIDLAND	CSSC MIDLAND LLC	CITY	11339	2589	7500	1250		3.9	\$ 1,051,614	H3 DIGITAL DESIGN/WEST CO.	100%	3/1/2019
PERMIAN INTERNATIONAL	4006 SCR 1232	MIDLAND	ROCKER T CATTLE CO	COUNTY	8700	8200	500		3485		\$ 1,127,203	NA	100%	7/23/2019
MONAHANS 1	3570 S MAIN #A	MONAHANS	FLETCO PROPERTIES, LLC	COUNTY	6500	1500	5000			2.629	\$ 750,000	NA	100%	7/11/2019
MONAHANS 2	3571 S MAIN #B	MONAHANS	FLETCO PROPERTIES, LLC	COUNTY	6500	1500	5000			2.54	\$ 750,000	NA	100%	7/11/2019
TURN IT RIGHT SVC	4009 SCR 1233	MIDLAND	KENNETH HUSEMAN FAMILY	COUNTY	6189	1689	4500		800		\$ 546,166	NA	100%	9/6/2019
BULLDOG TOOLS	9711 WCR 157	MIDLAND	BULL DOG TOOL, INC	COUNTY	7000	2000	5000				\$ 559,005	NA	100%	9/19/2019
11700 TOWER ROAD	11700 TOWER RD	MIDLAND	CSSC MIDLAND LLC	CITY	16425	3925	10000	2500		4.7	\$ 1,583,549	H3 DIGITAL DESIGN/WEST CO.	100%	12/20/2019
RTS CANOPY	2712 E I 20	MIDLAND	RTS, LLC	COUNTY	8400				8400		\$ 157,500	NA	100%	6/14/2019
J EDWARDS 3000 SF SHOP	3084 MAIN	MIDLAND	STEEPLE O DEVELOPMENT	COUNTY	3000		3000				\$ 136,131	NA	100%	8/30/2019
CURRENT														
12100 ADD	12100 JORDY	MIDLAND	CSSC MIDLAND LLC	CITY	5000		3750	1250			\$ 296,083	H3 DIGITAL DESIGN/WEST CO.	95%	ON HOLD
12110 ADD	12110 JORDY	MIDLAND	CSSC MIDLAND LLC	CITY	625		625	0			\$ 301,960	H3 DIGITAL DESIGN/WEST CO.	0%	ON HOLD
YELLOWHOUSE ADD	12226 HWY 191	MIDLAND	JKK PROPERTIES	CITY	5524		5524				\$ 646,085	H3 DIGITAL DESIGN/WEST CO.	78%	7/4/2020
PECOS FARMS	230 N HWY 285	PECOS	PECOS FARMS, LLC	COUNTY	42693	7880	24613	10200	3200	20	\$ 10,714,351	RBA ARCHITECTS/MIDCON	86%	6/31/2020
12012 JORDY	12012 JORDY	MIDLAND	CSSC MIDLAND LLC	CITY	11339	2589	7500	1250		4.6	\$ 1,089,767	H3 DIGITAL DESIGN/WEST CO.	74%	ON HOLD
CMJ WEST TEXAS BORING	1300 OIDC DRIVE	ODESSA	CMJ REALTY	COUNTY	16400	4150	10500	1750	3100		\$ 1,604,109	H3 DIGITAL DESIGN/WEST CO.	15%	8/5/2020



Fletco Construction provides services within a 100-mile radius of Abilene, Fredericksburg, and Midland Texas.



1302 East Main Street Fredericksburg, TX 78624

Phone: (830) 992-3029 | Fax: (830)- 992-3029 | Scott@FletcoConstruction.com | www.FletcoConstruction.com



Fletch Smith
Owner/ CEO
Fletch@FletcoConstruction.com
(432) 553-7017

Scott Fraser
Chief Operations Officer
Scott@FletcoConstruction.com
(432) 553-4018

Taryn Smith
Chief Financial Officer
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(432) 770-6894

Ronnie Finley
Operations Manager
RonnieScott@FletcoConstruction.com
(432) 770-1754

Bryce Stickney
Operations Manager
Bryce@FletcoConstruction.com
(325) 280-5853

Izzy Valenzuela
Project Manager
Izzy@FletcoConstruction.com
(432) 413-9013

3.6 Key Personnel



Jordan Sanchez
Superintendent
Jordan@FletcoConstruction.com
(432) 280-8435

Merle Vandiver
Project Estimator
Merle@FletcoConstruction.com
(325) 201-4548

Mary Lou Hoover
Administrative Assistant
MaryLou@FletcoConstruction.com
(830) 992-3029

David Brannom
Accounts Controller, CPA
David@FletcoConstruction.com
(830) 992-3029

3.6 Key Personnel Experience



Fletch Smith | Chief Executive Officer

Fletch and his wife Taryn Smith, founded Fletco Construction in 2009. Fletch is an entrepreneur who has grown many businesses from zero to multi-million-dollar operations. He started this company with a vision on simplifying the construction process by providing his customers with a turn-key option that takes out all the guess work and ultimately leaves his customers with a structure they love. As the CEO, Fletch, provides vision and direction for his team of professionals at Fletco Construction.



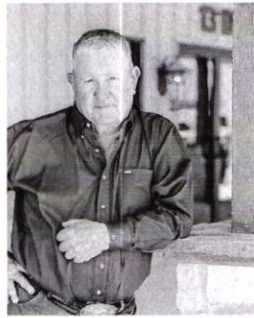
Scott Fraser | Chief Operations Officer

Getting his start early in construction has made Scott incredibly resourceful, and experienced. He has held various positions throughout his career including Estimator, Designer, Project Manager, Operations Manager and now, COO at Fletco Construction since 2015. His proven leadership skills, strategic thinking, business acumen and creativity has been integral to the success of each project. He is a graduate of The University of Texas at Permian Basin and served in The United States Navy as a machinist.

1302 E. Main Street Fredericksburg, TX 78624

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3.6 Key Personnel Experience



Ronnie Finley | Operations Manager | Midland, TX

Ronnie has over 45 years of experience in the construction industry. He spent much of his career as the owner and operator of his company RWF Construction, specializing as a Steel Erector for conventional, tilt wall, and metal building structures. He now serves as our Operations Manager in Midland, TX. Ronnie has extensive experience in ground-up projects, notably, Lake View High School, First Baptist Church in San Angelo and Midland, TX, and large retail buildings such as Home Depot, HEB, Albertsons, and Staples to name a few. His impeccable attention to detail, resourcefulness, and leadership goes hand in hand with any type of general construction.



Bryce Stickney | Operations Manager | Abilene, TX

Bryce began his career in the Aviation industry in 2002, he currently holds a Commercial Pilot Certificate with over 4,000 flight hours. Since 2019, Bryce has been a great addition to our team by bringing a vast array of skills with him. His ability to work under pressure while maintaining professionalism, dependability, and determination, combined with patience makes him a great and unique Operations Manager in Abilene, TX. Bryce earned a Bachelor degree in Airway Management and Operations from Utah State University.

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3.6 Key Personnel Experience



Izzy Valenzuela | Project Manager

Dependable and experienced in all facets of the construction industry, Izzy works as our Midland Project Manager. Izzy has expertise as an electrician and was a global project manager for GE oil and gas for 8 years, delivering technical solutions and collaborating with clients and engineers to pull projects over the line. Starting with Fletco in 2019 he has proven successful in completing project phases within budgeted time and cost constraints. Izzy holds an MBA from The University of Texas at Permian Basin.



Jordan Sanchez | Superintendent

Jordan began his career in the building materials industry. This quickly turned into a passion for the construction side of things. With the help of his previous employers coupled with his passion, Jordan started SANco Homes, a residential general contracting business he owned and operated from 2017-2019. Jordan's ability to multi-task and make critical decisions on and off the field makes him a great Superintendent for Fletco Construction.

3.6 Key Personnel Experience



Merle Vandiver | Project Estimator

Energetic and motivated, Merle operates as our team Estimator. With 18 years of experience coordinating and managing commercial and residential construction as well as, reviewing plans to prepare bid packages. Merle worked for The City of Abilene overseeing projects, reviewing plans, and performing inspections. She has a talent for ensuring that plans comply with the cities building codes, to include electrical, mechanical, plumbing, and structural regulations.

Examples of our Relevant Work



Project Manager

Scott Fraser

Superintendent

Ronnie Finley

Plans

Scott Fraser/H3 Design Tracy
Henson tj@hddwtx.com
432.559.4859

Owner

CSSC Midland, LLC Blaine
Covington
blaine.covington@gmail.com
817.312.4681

Contract Price

\$1,646,045

Completion

December 2019
7 Months

11700 Tower Project

11700 Tower Project is a new 16,425 square foot design build structure for a tenant lease. 4.7 acres were developed with public water, natural gas, septic system and fenced to place this PEMB facility which consists of 3925 square foot of finished/flex office space, the shop is 5 ton crane ready and has a built in slab sump with connected sand separators, submersible pumps and a 210bbls ground level water storage tank with concrete retention walls, for gray water. The facility has fire suppression throughout, radiant heat in the shop, a cold-formed steel parapet wall with custom steel awnings.

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Relevant Experience



Examples of our Relevant Work



Project Manager

Scott Fraser

Superintendent

Ronnie Finley

Plans

H3 Design

Tracy Henson tj@hddwtx.com
432.559.4859

Owner

CSSC Midland, LLC
Blaine Covington
blaine.covington@gmail.com
817.312.4681

Contract Price

\$1,051,614
\$1,190,197
Respectively

Completion

January 2019
6 Months
March 2019
8 Months
Respectively

12100 & 12120 Projects

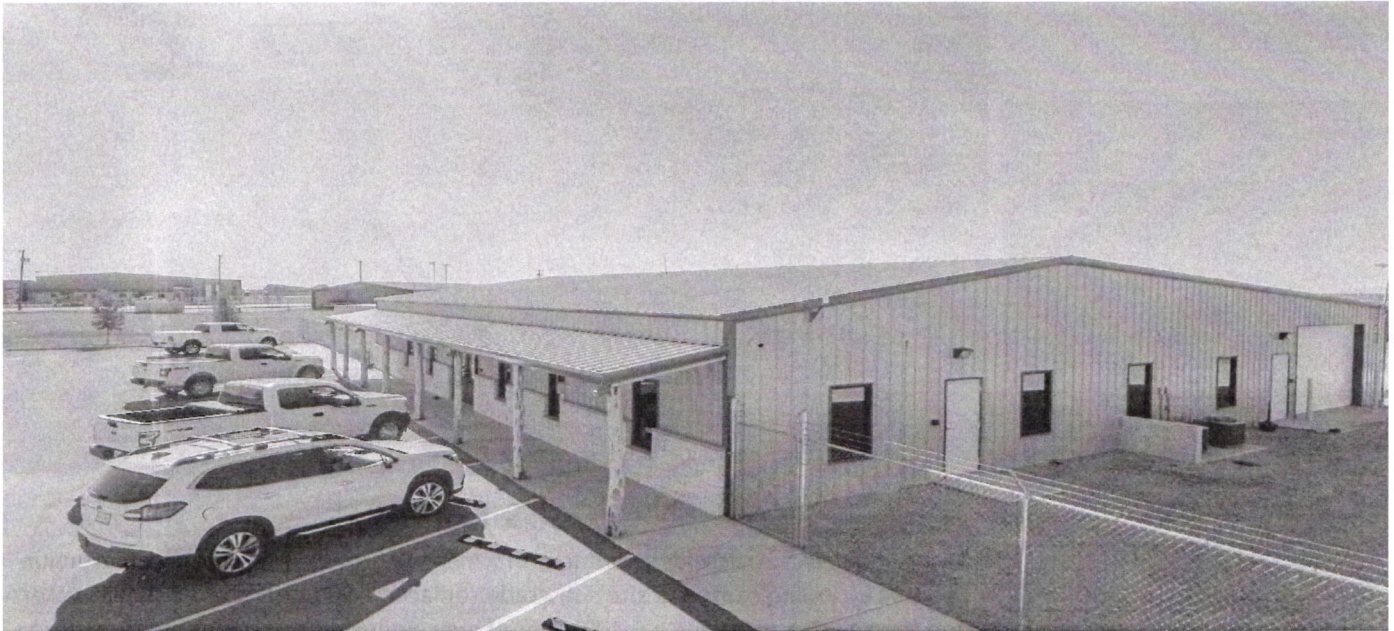
12100 & 12120 Jordy projects were identical design build speculative buildings built at the same time for lease or sale; each project consists of land clearing, grading, base applications, underground utilities, parking, and landscaping. 12100 & 12120 projects are PEMB facilities with full fire suppression systems that have 2,500 square feet of finished office space, 7,500 square feet of shop with 5 pull through bays, 5 ton overhead crane readiness as well as a 1250 square foot wash bay with built in slab sump that is connected to a sand separator, submersible pumps and a lined 210bbls steel ground level water storage tank inside a concrete containment, for gray water. 12120 Jordy projects was retrofitted with a 10-ton overhead crane during construction.



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Examples of our Relevant Work



Project Manager

Scott Fraser

Superintendent

Ronnie Finley

Plans

H3 Design

Tracy Henson

tj@hddwtx.com

432.559.4859

Owner

Goodnight Midstream, LLC

Kevin Cooper

214.740.3089

Contract Price

\$1,097,430

Completion

October 2018

6 Months

Goodnight Midstream

Goodnight Midstream had 3.2 Acres of land clearing, grading, base application as well as underground utilities, parking, and landscaping. Goodnight Midstream is a design build PEMB facility that has 4,950 square feet of finished office space, 2,250 square feet of shop. We were also responsible for installing all security components including access key cards, cameras, and mag lock door closers. This office also installed mass loaded vinyl walls in select rooms for improved sound deadening.



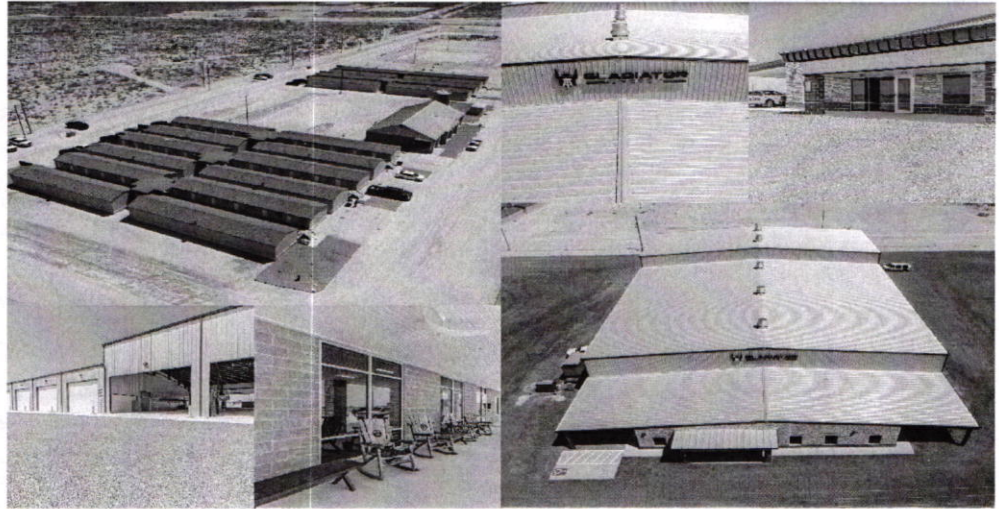
1302 East Main Street Fredericksburg, TX 78624

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Relevant Experience



Examples of our Relevant Work



Project Managers

Scott Fraser | Ronnie Finley

Superintendent

Izzy Valenzuela

Architect

RBA Architects Rick Brown
rbrown@rbaarch.com
405.529.1025

Owner

Pecos Farms, LLC Brian Smiley
brian@edgenr.com
512.422.6411

Contract Price

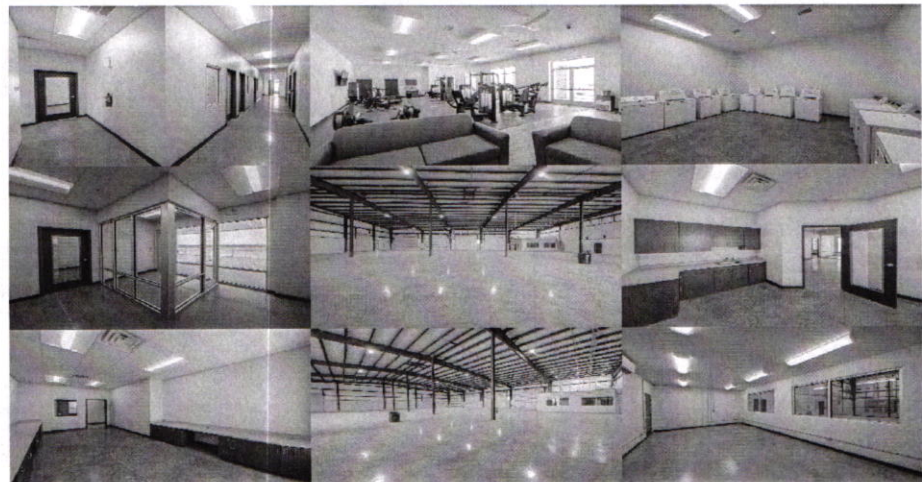
\$10,630,102

Completion

September 2020
14 Months

Pecos Farms

Pecos Farms is a 20 acre development in which we provided complete construction services including complete site sub-grade replacement, underground public water and fire utilities, including a 6,400' right of way extension and under highway bore, several acre septic systems, water detention and retention ponds, flexible paving roads, to erect two PEMB structures, one CMU/Wood recreational structure and infrastructure for a 200+ person man camp. Gladiator Energy Services' facility is 24,360 square feet of PEMB shop with a 3,240 square foot office build out. The shop was designed to hold up the largest coil tubing units on the market with their outriggers out. Iron Clad Energy's facility is similarly structured to their sister company and consists of 10,456 square feet of PEMB shop with a conventional 2,200 square foot office build out. The recreation building is a 2,700 square foot CMU/ Wood workout and laundry facility where the site manager's office is located. We poured 3,434 cubic yards of concrete with 162 tons of rebar, 10,400 8" and 3,135 12" CMU blocks, as well as 12,750 square feet of wood decking to complete this project.



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Examples of our Relevant Work



Project Manager

Scott Fraser

Superintendent

Ronnie Finley

Plans

Scott Fraser/H3 Design

Tracy Henson

tj@hddwtx.com

432.559.4859

Owner

CSSC Midland, LLC

Blaine Covington

blaine.covington@gmail.com

817.312.4681

Contract Price

\$1,646,045

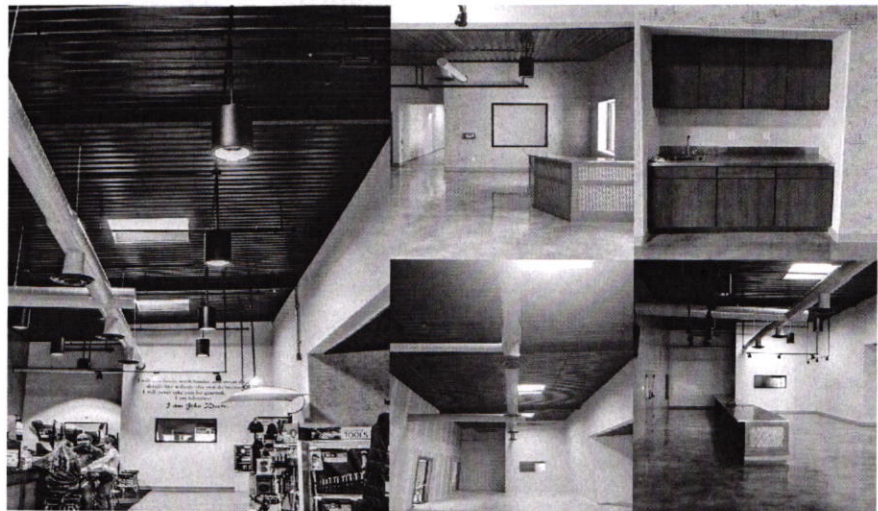
Completion

December 2019

7 Months

Yellowhouse & Add

Originally we built this building as a design build lease facility on 12 Acres for CSSC Midland, LLC and a design build lease property, but due to a change in the ownership of the company leasing the facility, it was sold to JKK Properties as a John Deere dealership and was retrofitted while new to accommodate a sales floor and parts warehouse. The original PEMB facility consisted of a design build 25,600 square feet of shop with two 10 ton overhead cranes in tandem and 8400 square feet of finished office including a small lab with a fume hood; the facility is We added a 1950 square foot sales floor with an aluminum clad vestibule and a decorative awning to hide the joined structure and we also added 4970 square feet of conditioned parts warehouse to service the sales floor. We recently completed an additional warehouse to service Internet sales and pickups consisting of 5525 square feet of space plus additional exterior and interior improvements such as adding additional exhaust fans and a clean room with a small overhead crane.



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Sweetwater Steel
Sweetwater, Texas
Adam (325) 235-3644

Troy Vines
Midland, Texas
Lois Raney (435) 253-4906

Binford Supply
Odessa, Texas
Yolanda (432) 276-0122

Acme Brick
Midland, Texas
Grant Looney (432) 699-5017

PB Materials
Midland, Texas
Eugene (432) 563-8036

Shamrock Steel Sales
Midland, Texas
Dan Young (432) 337-2317