

Document G701

Change Order

PROJECT: (Name and Address) Hidalgo County Precinct No. 1 1902 Joe Stephens Weslaco, TX 78596	CHANGE ORDER NUMBER: 4 DATE: 1/19/2026 ARCHITECT'S PROJECT NO:	OWNER <input checked="" type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input checked="" type="checkbox"/>
CONTRACTOR: (Name and Address) NM Contracting, LLC. 2022 Orchid Ave McAllen, TX 78504	CONTRACT DATE: 10/15/2024 CONTRACT FOR: New Wellness Activity Community Center (WACC)	

The Contract is changed as follows:
 (Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
 Please see attached change proposals:

- CPR#1235.002 - Permit delay Gen. Conditions - \$14,495.60
- CPR#1235.003 - Credit LVT flooring, base and labor - (\$9,900.00)
- CPR#1235.004 - Owner requested acustical panels - \$37,512.00
- CPR#1235.010 - Owner requested Backstops frame color change - \$1,286.00
- CPR#1235.011 - Infill overhead door opening - \$4,681.00
- CPR#1235.012 - Owner requested CMU Wall at the storage room to extend to deck - \$12,719.88

The original <u>Guaranteed Maximum Price</u> was	S	<u>\$5,948,509.00</u>
The net change by previously authorized Change Orders	S	<u>\$376,174.10</u>
The <u>Guaranteed Maximum Price</u> prior to this Change Order was	S	<u>\$6,324,683.10</u>
The <u>Guaranteed Maximum Price</u> will be <u>increased</u> by this Change Order in the amount of	S	<u>\$60,794.48</u>
The new <u>Guaranteed Maximum Price</u> including this Change Order will be	S	<u>\$6,385,477.58</u>

The Contract Time will be increased by 0 (0) days
 The date of Substantial Completion as of the date of this Change Order therefore is **July 17, 2026.**

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

B2Z ENGINEERING, LLC.
 ENGINEER (Firm name)

NM CONTRACTING, LLC.
 CONTRACTOR (Firm name)

HIDALGO COUNTY - PCT NO. 1
 OWNER (Firm name)

900 S STEWART RD, STE. 12, MISSION TX
 ADDRESS

2022 ORCHID AVE, MCALLEN TX
 ADDRESS

1902 JOE STEPHENS AVE. WESLACO
 ADDRESS

BY (Signature) 

BY (Signature) 

BY (Signature) _____

DAVID RIVERA / PROJECT MANAGER
 Typed name

GERARDO GARCIA, VP OF OPERATIONS
 Typed name

HON. RICHARD F. CORTEZ, COUNTY JUDGE
 Typed name

01/21/2026
 DATE

1/21/2026
 DATE

 DATE

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON February 17, 2026.

Agenda Item No. 102130

Executive Office: _____

VENDOR:
NM Contracting, LLC

COUNTY:
COUNTY OF HIDALGO

Gerardo "Jerry" Garcia, V.P. of Operations

Hon. Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Change Proposal Request (CPR)

Project Information	
Project #	2143
Title	Hidalgo County - Precinct 1 Health and Wellness Center
Address	1901 N Bridge Ave
City, State, Zip	Weslaco , TX 78596
Country	United States

Change Proposal Request	
Contract #	001
CPR #	2143.002
Issue Date	05-Feb-2025
Subject	NM is requesting an additional 120 days to complete the project due to delays in obtaining building permit from City of Weslaco and continued modifications to civil plans. NTP was issued on 11/6/2024.

Prime Contract Company	
Contact	Melissa Champion
Company	NM Contracting, LLC
Address	2022 Orchid Ave
City, State, Zip	McAllen, TX 78504-4152
Country	United States
Phone	956-631-5667
Fax	

Owner	
Contact	DAVID L FUENTES
Company	Hidalgo County Precinct 1
Address	1902 Joe Stephens Ave #101
City, State, Zip	Weslaco, TX 78596
Country	United States
Phone	(956) 968-8733
Fax	

Description of the proposed change:

NM is requesting an additional 120 days to complete the project due to delays in obtaining building permit from City of Weslaco and continued modifications to civil plans. NTP was issued on 11/6/2024. NM has continued to work on this project until the civil issue gets resolved; however, without our building permit we cannot obtain any inspections for below finished floor work that has been completed. We have had a Superintendent on site since the Notice to Proceed was issued. NM started building permit application on-line on October 16, 2024. Pre-Construction with Pct. 1 was held on October 17, 2024. Initial comments from City of Weslaco Permit Dept. October 23, 2024, requesting revise and resubmit with comments which were forwarded to B2z on October 23, 2024. Architectural Revised plans and Com Check envelope was received in our office on November 5, 2024. NM submitted revised architectural plans and Com Check to City of Weslaco Permit Dept. on November 5, 2024. NM received second set of building permit review comments from the City of Weslaco Permit Dept. on November 11, 2024, requesting revise and resubmit with comments which were forwarded to B2Z on November 11, 2024. NM received from B2Z revised MEP plans on November 13, 2024, which were uploaded to City of Weslaco Permits portal on November 13, 2024. NM received building permit application comments from the City of Weslaco Permit Dept. on November 19, 2024, requesting revise and resubmit with comments which were forwarded to B2Z on November 19, 2024. NM received third set of building permit review comments from the City of Weslaco Permit Dept. on December 2, 2024, requesting revise and resubmit with comments which were forwarded to B2Z on December 2, 2024. NM received a permit corrections report from the City of Weslaco Permit Dept. on December 10, 2024, requesting additional information and revise and resubmit with comments which were forwarded to B2Z on December 10, 2024. NM received a permit corrections report from the City of Weslaco Permit Dept. on December 23, 2024, requesting additional information and revise and resubmit with comments which were forwarded to B2Z on December 23, 2024. NM received revised Civil plans from B2Z on January 23, 2025, which were uploaded to City of Weslaco Permits portal on January 23, 2025. NM received a permit corrections report from the City of Weslaco Permit Dept. on January 24, 2025, requesting revise and resubmit with comments which were forwarded to B2Z on January 24, 2025. As of February 5, 2025, NM is still pending building permit.

Net Amount of this Proposed Change:

\$14,495.60

The Contract time due to this Change Proposal Request is to be determined at a later date.

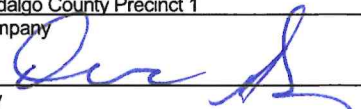
This document, when fully executed as accepted, shall constitute authorization to proceed with the work described herein.

Submitted By

 NM Contracting, LLC
 Company

 By Date

Response: Accept Do Not Accept

 Hidalgo County Precinct 1
 Company


 By Date

1-30-26

Change Proposal Request (CPR)

*(Verbal Approval)
B2Z working on AEA*

Project Information	
Project #	2143
Title	Hidalgo County - Precinct 1 Health and Wellness Center
Address	1901 N Bridge Ave
City, State, Zip	Weslaco, TX 78596
Country	United States

Change Proposal Request	
Contract #	001
CPR #	2143.002
Issue Date	05-Feb-2025
Subject	NM is requesting an additional 120 days to complete the project due to delays in obtaining building permit from City of Weslaco and continued modifications to civil plans. NTP was issued on 11/6/2024.

Prime Contract Company	
Contact	Melissa Champion
Company	NM Contracting, LLC
Address	2022 Orchid Ave
City, State, Zip	McAllen, TX 78504-4152
Country	United States
Phone	956-631-5667
Fax	

Owner	
Contact	DAVID L FUENTES
Company	Hidalgo County Precinct 1
Address	1902 Joe Stephens Ave #101
City, State, Zip	Weslaco, TX 78596
Country	United States
Phone	(956) 968-8733
Fax	

Description of the proposed change:

NM is requesting an additional 120 days to complete the project due to delays in obtaining building permit from City of Weslaco and continued modifications to civil plans. NTP was issued on 11/6/2024. NM has continued to work on this project until the civil issue gets resolved; however, without our building permit we cannot obtain any inspections for below finished floor work that has been completed. We have had a Superintendent on site since the Notice to Proceed was issued. NM started building permit application on-line on October 16, 2024. Pre-Construction with Pct. 1 was held on October 17, 2024. Initial comments from City of Weslaco Permit Dept. October 23, 2024, requesting revise and resubmit with comments which were forwarded to B2z on October 23, 2024. Architectural Revised plans and Com Check envelope was received in our office on November 5, 2024. NM submitted revised architectural plans and Com Check to City of Weslaco Permit Dept. on November 5, 2024. NM received second set of building permit review comments from the City of Weslaco Permit Dept. on November 11, 2024, requesting revise and resubmit with comments which were forwarded to B2Z on November 11, 2024. NM received from B2Z revised MEP plans on November 13, 2024, which were uploaded to City of Weslaco Permits portal on November 13, 2024. NM received building permit application comments from the City of Weslaco Permit Dept. on November 19, 2024, requesting revise and resubmit with comments which were forwarded to B2Z on November 19, 2024. NM received third set of building permit review comments from the City of Weslaco Permit Dept. on December 2, 2024, requesting revise and resubmit with comments which were forwarded to B2Z on December 2, 2024. NM received a permit corrections report from the City of Weslaco Permit Dept. on December 10, 2024, requesting additional information and revise and resubmit with comments which were forwarded to B2Z on December 10, 2024. NM received a permit corrections report from the City of Weslaco Permit Dept. on December 23, 2024, requesting additional information and revise and resubmit with comments which were forwarded to B2Z on December 23, 2024. NM received revised Civil plans from B2Z on January 23, 2025, which were uploaded to City of Weslaco Permits portal on January 23, 2025. NM received a permit corrections report from the City of Weslaco Permit Dept. on January 24, 2025, requesting revise and resubmit with comments which were forwarded to B2Z on January 24, 2025. As of February 5, 2025, NM is still pending building permit.


Net Amount of this Proposed Change:

\$14,495.60

The Contract time due to this Change Proposal Request is to be determined at a later date.

This document, when fully executed as accepted, shall constitute authorization to proceed with the work described herein.

Submitted By
 NM Contracting, LLC
 Company

 By  _____
 Date _____

Response: Accept Do Not Accept
 Hidalgo County Precinct 1
 Company

 By _____
 Date _____

Change Proposal Request (CPR)

Proposed Items

Item #	Item Description	Quantity	Unit	Unit Price	Subtotal
1	NM is requesting an additional 120 days to complete the project due to delays in obtaining building permit from City of Weslaco and continued modifications to civil plans. NTP was issued on 11/6/2024.	4		3,623.90	14,495.60

Subtotal = \$14,495.60

Tax = \$0.00

Total = \$14,495.60

Change Proposal Request (CPR)

Project Information	
Project #	2143
Title	Hidalgo County - Precinct 1 Health and Wellness Center
Address	1901 N Bridge Ave
City, State, Zip	Weslaco , TX 78596
Country	United States

Change Proposal Request	
Contract #	001
CPR #	2143-003
Issue Date	21-Feb-2025
Subject	Credit for LVT flooring, base and labor at Owner's request

Prime Contract Company	
Contact	Melissa Champion
Company	NM Contracting, LLC
Address	2022 Orchid Ave
City, State, Zip	McAllen, TX 78504-4152
Country	United States
Phone	956-631-5667
Fax	

Owner	
Contact	DAVID L FUENTES
Company	Hidalgo County Precinct 1
Address	1902 Joe Stephens Ave #101
City, State, Zip	Weslaco, TX 78596
Country	United States
Phone	(956) 968-8733
Fax	

Description of the proposed change:

Credit for LVT flooring, base and labor at Owner's request.

Net Amount of this Proposed Change:

(\$9,900.00)

The Contract time due to this Change Proposal Request is to be determined at a later date.

This document, when fully executed as accepted, shall constitute authorization to proceed with the work described herein.

Submitted By

NM Contracting, LLC
Company

By _____ Date _____

Response: Accept Do Not Accept

Hidalgo County Precinct 1
Company

By  Date 1-30-26

(Verbal Approval)
B2Z working on AEA
Credit to Owner

Change Proposal Request (CPR)

Project Information	
Project #	2143
Title	Hidalgo County - Precinct 1 Health and Wellness Center
Address	1901 N Bridge Ave
City, State, Zip	Weslaco, TX 78596
Country	United States

Change Proposal Request	
Contract #	001
CPR #	2143-003
Issue Date	21-Feb-2025
Subject	Credit for LVT flooring, base and labor at Owner's request

Prime Contract Company	
Contact	Melissa Champion
Company	NM Contracting, LLC
Address	2022 Orchid Ave
City, State, Zip	McAllen, TX 78504-4152
Country	United States
Phone	956-631-5667
Fax	

Owner	
Contact	DAVID L FUENTES
Company	Hidalgo County Precinct 1
Address	1902 Joe Stephens Ave #101
City, State, Zip	Weslaco, TX 78596
Country	United States
Phone	(956) 968-8733
Fax	

Description of the proposed change:

Credit for LVT flooring, base and labor at Owner's request.

Net Amount of this Proposed Change:

(\$9,900.00)

The Contract time due to this Change Proposal Request is to be determined at a later date.

This document, when fully executed as accepted, shall constitute authorization to proceed with the work described herein.

Submitted By
 NM Contracting, LLC
 Company

Response: Accept Do Not Accept
 Hidalgo County Precinct 1
 Company

By _____ Date _____

By _____ Date _____

Change Proposal Request (CPR)

Proposed Items

Item #	Item Description	Quantity	Unit	Unit Price	Subtotal
1	Credit for LVT flooring, base and labor at Owner's request	1	Lump Sum	-9,900.00	-9,900.00

Subtotal = (\$9,900.00)
Tax = \$0.00
Total = (\$9,900.00)

(Verbal Approval)
B2Z working AEA

Change Proposal Request (CPR)

Project Information	
Project #	2143
Title	Hidalgo County - Precinct 1 Health and Wellness Center
Address	1901 N Bridge Ave
City, State, Zip	Weslaco, TX 78596
Country	United States

Change Proposal Request	
Contract #	001
CPR #	004
Issue Date	06-Mar-2025
Subject	Owner requested additional acoustical wall panels for both gym areas.

Prime Contract Company	
Contact	Melissa Champion
Company	NM Contracting, LLC
Address	2022 Orchid Ave
City, State, Zip	McAllen, TX 78504-4152
Country	United States
Phone	956-631-5667
Fax	

Owner	
Contact	DAVID L FUENTES
Company	Hidalgo County Precinct 1
Address	1902 Joe Stephens Ave #101
City, State, Zip	Weslaco, TX 78596
Country	United States
Phone	(956) 968-8733
Fax	

Description of the proposed change:

Owner requested additional acoustical wall panels for both gym areas.

Net Amount of this Proposed Change:

\$37,512.00

The Contract time due to this Change Proposal Request has increased by 5 Working Days.

This document, when fully executed as accepted, shall constitute authorization to proceed with the work described herein.

Submitted By

NM Contracting, LLC
Company

By

Date

Response: Accept Do Not Accept

Hidalgo County Precinct 1
Company

By

Date

Change Proposal Request (CPR)

Proposed Items

Item #	Item Description	Quantity	Unit	Unit Price	Subtotal
1	Owner requested additional acoustical wall panels for both gym areas.	1	Lot	37,512.00	37,512.00

Subtotal = \$37,512.00
Tax = \$0.00
Total = \$37,512.00

Change Proposal Request (CPR)

Project Information	
Project #	2143
Title	Hidalgo County - Precinct 1 Health and Wellness Center
Address	1901 N Bridge Ave
City, State, Zip	Weslaco , TX 78596
Country	United States

Change Proposal Request	
Contract #	001
CPR #	2143.010
Issue Date	01-Oct-2025
Subject	Draper Basketball Backstops Color Change

Prime Contract Company	
Contact	Noel Munoz Jr
Company	NM Contracting, LLC
Address	2022 Orchid Ave
City, State, Zip	McAllen, TX 78504-4152
Country	United States
Phone	956-631-5667
Fax	

Owner	
Contact	DAVID L FUENTES
Company	Hidalgo County Precinct 1
Address	1902 Joe Stephens Ave #101
City, State, Zip	Weslaco, TX 78596
Country	United States
Phone	(956) 968-8733
Fax	

Description of the proposed change:

I wanted to follow up on the color selection submittal we submitted on November 6, 2024, as we have yet to receive a formal response. Recently, a change request was issued to update the piping of the backstop supports to a navy color. However, this adjustment results in an increased cost from the manufacturer. I've already informed Ricardo Salinas of the proposed changes and the sequence of events that led us to this point. Ricardo has since provided email confirmation acknowledging the necessary changes and has approved the modifications accordingly. See attached Change Proposal Request for your review.

Net Amount of this Proposed Change:

\$1,286.00

The Contract time due to this Change Proposal Request has increased by 14 Working Days.

This document, when fully executed as accepted, shall constitute authorization to proceed with the work described herein.

Submitted By _____
 NM Contracting, LLC
 Company

Response: Accept Do Not Accept

 Hidalgo County Precinct 1
 Company

By _____ Date _____

By _____ Date _____

Change Proposal Request (CPR)

Proposed Items

Item #	Item Description	Quantity	Unit	Unit Price	Subtotal
1	SECTION: 116623.13 Backstops Manufactures: Draper 1. Custom color Powder Coating basketball backstop structures <input type="checkbox"/> Gym # 1&2: Navy Blue (Please confirm and advise which RAL number from RAL's and Tiger Drylac chart) 2. Standard colors for powder coating at no charge would be either Black or White	1	LS	1,286.00	1,286.00

Subtotal = \$1,286.00

Tax = \$0.00

Total = \$1,286.00

Change Proposal Request (CPR)

Project Information	
Project #	2143
Title	Hidalgo County - Precinct 1 Health and Wellness Center
Address	1901 N Bridge Ave
City, State, Zip	Weslaco , TX 78596
Country	United States

Change Proposal Request	
Contract #	001
CPR #	2143.011
Issue Date	08-Oct-2025
Subject	Infill Existing Overhead Door Opening

Prime Contract Company	
Contact	Noel Munoz Jr
Company	NM Contracting, LLC
Address	2022 Orchid Ave
City, State, Zip	McAllen, TX 78504-4152
Country	United States
Phone	956-631-5667
Fax	

Owner	
Contact	DAVID L FUENTES
Company	Hidalgo County Precinct 1
Address	1902 Joe Stephens Ave #101
City, State, Zip	Weslaco, TX 78596
Country	United States
Phone	(956) 968-8733
Fax	

Description of the proposed change:

As discussed during the recent OAC meeting, please see the attached Change Proposal Request to infill the existing overhead door opening on the west side wall, which will no longer be required.
 It was confirmed that the RTU unit will be placed directly outside of this opening, as shown on the plans. As a result, the location will no longer provide viable access for machinery or vehicles, eliminating the need for the overhead door.
 Please review the attached documentation and let me know if any additional information is needed to proceed.

Net Amount of this Proposed Change:

\$4,681.00

The Contract time due to this Change Proposal Request has increased by 7 Working Days.

This document, when fully executed as accepted, shall constitute authorization to proceed with the work described herein.

Submitted By _____
 NM Contracting, LLC
 Company

Response: Accept Do Not Accept

 Hidalgo County Precinct 1
 Company

By _____ Date _____

By _____ Date _____

Change Proposal Request (CPR)

Proposed Items

Item #	Item Description	Quantity	Unit	Unit Price	Subtotal
1	Infill Existing Overhead Door Opening	1	LS	3,905.00	3,905.00
2	General Conditions	1	LS	152.00	152.00
3	Bond & Insurance	1	LS	195.00	195.00
4	Overhead & Profit	1	LS	429.00	429.00

Subtotal = \$4,681.00
Tax = \$0.00
Total = \$4,681.00

Change Proposal Request (CPR)

Project Information	
Project #	2143
Title	Hidalgo County - Precinct 1 Health and Wellness Center
Address	1901 N Bridge Ave
City, State, Zip	Weslaco , TX 78596
Country	United States

Change Proposal Request	
Contract #	001
CPR #	2143.012
Issue Date	16-Oct-2025
Subject	CMU Block 4" to Deck Above Storage Room

Prime Contract Company	
Contact	Andrew Martinez
Company	NM Contracting, LLC
Address	2022 Orchid Ave
City, State, Zip	McAllen, TX 78504-4152
Country	United States
Phone	956-631-5667
Fax	

Owner	
Contact	DAVID L FUENTES
Company	Hidalgo County Precinct 1
Address	1902 Joe Stephens Ave #101
City, State, Zip	Weslaco, TX 78596
Country	United States
Phone	(956) 968-8733
Fax	

Description of the proposed change:

As per the conversation with Ricardo Salinas on October 16, 2025, the walls of the Storage Room located between the two gyms will be constructed with CMU (Concrete Masonry Unit) all the way to the deck, rather than stopping at approximately 13 feet as currently shown in the drawings.

Net Amount of this Proposed Change:

\$12,719.88

The Contract time due to this Change Proposal Request has increased by 7 Working Days.

This document, when fully executed as accepted, shall constitute authorization to proceed with the work described herein.

Submitted By

 NM Contracting, LLC
 Company

Response: Accept Do Not Accept

 Hidalgo County Precinct 1
 Company

By _____ Date _____

By _____ Date _____

Change Proposal Request (CPR)

Proposed Items

Item #	Item Description	Quantity	Unit	Unit Price	Subtotal
1	Extend 8" CMU Wall up to Deck at storage room	1	LS	10,608.00	10,608.00
2	General Conditions	1	LS	415.00	415.00
3	Bond & Insurance	1	LS	530.00	530.00
4	Overhead & Profit	1	LS	1,166.88	1,166.88

Subtotal = \$12,719.88
Tax = \$0.00
Total = \$12,719.88



PO BOX 968, Temple, TX 76503
 3115 Range Rd, Temple, TX 76504
 Office: 254.774.9800 | Fax: 254.598.3213 | www.panelspec.com

CHANGE ORDER REQUEST...

COR #: 1

Date: 03/06/25

Project: Hildago County Precinct 1 Health and Wellness Center
 Weslaco, TX

To: NM Contracting, LLC
 2022 Orchid Ave
 McAllen, YX 78504

Ref: Email/Phone Call from Melissa Champion @ NM Contract
 SO2411034

Attn: Melissa Champion

PH # 956-631-5667

E-Mail mchampion@nmcontracting.us

Description of Scope of Work		Qty.	Unit	Unit Cost	Extended Cost
Addition of 2nd row of acoutical panels above what was quoted in Courts 119 & 121.					
Installation					
1	Lump Sum Installation	1	Lump	\$0.00	N/A
				Total Direct Cost	N/A
				10.00%	N/A
				Grand Total Labor	N/A
Material					
1	Lump Sum Material	1	Lump	\$36,244.56	\$35,812.00
				Total Direct Cost	\$35,812.00
				10.00%	\$0.00
				Grand Total Material	\$35,812.00
Freight					
1	Lump Sum Freight	1	Lump	\$1,500.00	\$1,700.00
				Total Direct Cost	\$1,700.00
				10.00%	\$0.00
				Grand Total Freight	\$1,700.00
				Total Labor	\$0.00
				Total Material	\$35,812.00
				Total Freight	\$1,700.00
				Total Add Delivered & Installed	\$37,512.00

Agreed & Accepted _____

Signed: Joshua Lewis

Date: _____

Signed: _____



GOAT Athletix Inc.

18815 Hamish Road, Suite C • Tomball, TX 77377

Phone: 832-843-4331

www.goatathletix.com

Change Order Add Proposal

To: NM Contracting
Attn: Melissa Champion
Date: 9/29/2025
Re: Hidalgo County Pct 1 Wellness, Activity and Community Center
Location: Weslaco, Texas
Architect: Jmerc
Addendums: None

GOAT Athletix, Inc. proposes to furnish and install the following equipment supplied by Draper Athletic Equipment Company.

SECTION: 116623.13 Backstops

Manufactures: Draper

1. Custom color Powder Coating basketball backstop structures
 - Gym # 1: Marine Blue (Please confirm and advise which RAL number from RAL's and Tiger Drylac chart)
 - Gym # 2: Navy Blue (Please confirm and advise which RAL number from RAL's and Tiger Drylac chart)
2. Standard colors for powder coating at no charge would be either Black or White

Total change order add, excluding taxes:

\$1,286.00

Exclusions:

1. Sales tax
2. Dumpsters

The above pricing is good until 10/10/25 and is subject to final inspection of the work site. If you decide to proceed, please sign the quotation below and email back to me at that email listed below.

Shay Moran

Shay Moran
GOAT Athletix, Inc.
shay@goatathletix.com
713-492-7109

Accepted by:
Signature _____
Name _____
Date _____



GOAT Athletic Inc. Terms and Conditions

These terms and conditions are a component part of the of the attached proposal and constitute the entire agreement between GOAT Athletic Inc. By signing the proposal Customer acknowledges they understand and accept together the proposal and the terms and conditions. All work shall be done according to the proposal unless otherwise provided in writing by GOAT Athletic Inc. Applicable taxes are not included unless otherwise stated in the proposal. Tax exempt entities agree to submit tax exemptions certificates. For Material Only Contracts: Responsibility for unloading, storage and installation of material transfers to the Customer upon shipment from the factory. Customer is responsible for receiving, unloading and inspecting materials and filing freight claims for any shortage or damage of materials. Delivery and freight charges are not included unless otherwise stated in the proposal.

Acceptance

This proposal may be accepted within 30 days subject to credit approval. GOAT Athletic Inc. reserves the right to revoke this offer prior to acceptance. Customer agrees by signing to grant authority to credit bureaus to release credit history information for the purpose of establishing credit with GOAT Athletic Inc. GOAT Athletic Inc. may if payment for work performed by GOAT Athletic Inc. will pass thru from a third party require a credit application, joint check agreement with the property owner/and user if the property owner/end user is a separate entity from the Customer, a copy of the Customer's payment bond, and/or personal guarantee, as a condition of credit approval. Customer agrees that payments received from a third party for services performed by GOAT Athletic shall be held in trust and first paid to GOAT Athletic Inc. for material and labor costs paid by GOAT Athletic Inc.

Changes

Any requests for changes to the scope of work shall be made in writing with signed acceptance by authorized personnel from GOAT Athletic Inc. and Customer.

Engineering

All engineering, proposal drawings, specifications shall represent GOAT Athletic Inc.'s investment in engineering skill and development and remain the property of GOAT Athletic Inc. Such are submitted with the understanding the information will not be disclosed or used in any way detrimental to GOAT Athletic Inc.'s interest.

Codes

Customer, architect, and/or contractor shall be responsible for all local, state and federal agency code compliance, permits, fees, design, engineering and testing. GOAT Athletic Inc. does not provide professional liability or pollution insurance for any of these services. Costs for such services are not included in this proposal.

Insurance

GOAT Athletic Inc. maintains insurance and will provide certificates of insurance on coverage and limits as provided by its insurance policy if requested. No other insurance coverage is provided including waiver of subrogation or additional named insured.

Site Conditions

Flooring Projects - A level and clean sub-floor shall be provided or as required by GOAT Athletic Inc and MFMA. Maintain environment at proper temperature (55-80 degrees F.) and humidity (35-50%) before, during and 30 days following installation. Delays due to circumstances beyond the control of GOAT Athletic Inc. shall entitle GOAT Athletic Inc. to an equitable adjustment of time and contract price.

Installation

This proposal assumes unloading and elevator use shall be conducted during normal business hours. This proposal is based on completing the work during normal business hours. Overtime, evening and weekend work is available at additional charge. Customer agrees to provide GOAT Athletic Inc. with sufficient and timely unloading facilities, dock and elevator access as needed at no additional cost to GOAT Athletic Inc. Customer shall provide temporary, secure storage for materials prior to installation. Customer shall provide adequate electrical power, lighting, water and restrooms facilities during installation, Customer shall provide area that is free and clear and prepared for installation.

Payment

Payment in full will be due and payable thirty (30) days from invoice date. Customer agrees to pay progress-billing invoices during the course of the project reflecting partial shipment of material and/or partial completion of labor work performed. Where materials are stored or staged temporarily at the job site or in offsite or bonded warehouse, Customer shall pay for materials and reasonable storage charges. The failure of the Customer to make payments within contract terms shall entitle GOAT Athletix Inc. In addition to all other rights to suspend all work and shipments and shall further entitle GOAT Athletic Inc. to an extension of time of performance of the work. No payments shall be withheld from or penalties assessed against GOAT Athletix Inc. due to causes for which GOAT Athletic Inc. is not responsible.

Customer agrees that, if the billed amount is not paid within terms, a service charge will be charged on the overdue balance at a percentage rate of 1.5% (18% ANNUAL PERCENTAGE RATE) for all accounts. If the customer fails to pay the entire unpaid balance on the account when due GOAT Athletix Inc. may without further notice or demand, exercise all rights and remedies available by law for the collection of the balance due on the account. GOAT Athletix Inc. reserves the option to exercise its lien rights at all times in accordance with applicable law to secure collection of amounts due. Applicant will be liable for all expenses of collection with or without suit, including all court costs and reasonable attorney’s fees to the extent under applicable state law. Venue shall be the State District Court of Texas.

Cancellation

An officer of GOAT Athletix Inc. must approve cancellation requests in writing. In order to compensate GOAT Athletix Inc. for its investment in engineering, time processing and administrative work, approved cancellations shall be subject to cancellation charge of 25% of the contract amount plus the costs of materials produced or in production, labor or other service performed, freight, taxes and any other out of pocket expenses incurred by GOAT Athletix Inc.

Liability

GOAT Athletix shall not be liable for damages in any form or any other claim arising out of strikes, floods, fire, accidents, or any other causes beyond our control. GOAT Athletix Inc. shall not be liable for liquidated, consequential or any other damages or penalties of any kind for delays in completion of work. GOAT Athletix Inc. indemnity obligations to the Customer and owner are limited to the liability created by the gross negligence of GOAT Athletix, Inc., its employees or subcontractors. In the event the terms of this agreement conflicts with the Customer’s proposal or purchase order the parties acknowledge and agree the terms of this agreement shall control.

Disputes

Customer and GOAT Athletix Inc. hereby agree disputes between the parties which cannot be settled amicably, shall be settled through the State District Court of Texas.

Warranty

THE MANUFACTURER EXPRESS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY GOAT ATHLETIX INC.

Signature _____

Name _____

Date _____