



Agreement for Construction Services

(Choice Partners Contract Number: 15/041JN-16)

This Agreement for Construction Services ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and J.T. Vaughn Construction, LLC ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction project consisting of renovation of the Williamson County Road and Bridge Training Room (hereinafter called the "Project"), including demo walls, patch walls, tie-in ceilings, additional lighting, and patch exterior wall panels. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of FORTY-TWO THOUSAND EIGHT HUNDRED SIXTEEN DOLLARS (\$42,816.00) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

- A. Contractor's Proposal Dated June 23, 2020 – See Attached Exhibit A, which is attached hereto and incorporated herein for all purposes; and
- B. Contractor's Unit Cost Estimate – See Attached Exhibit B; which is attached hereto and incorporated herein for all purposes.

ARTICLE 4 COMPLETION: The Work shall be fully and finally completed within forty-five (45) calendar days from the date the Work is commenced; provided, however, Owner may extend said time period in the event Owner, in its sole discretion, determines that unforeseen circumstances affects the progress of the Work and thereby provides justification for extending such time period. Contractor shall commence the Work upon instruction to do so from the Owner. Owner shall determine, in its sole discretion, when the Project has been fully and finally completed to its satisfaction.

ARTICLE 5 PAYMENT: Contractor shall receive one lump sum payment of the Contract Price upon completion of the Project provided the Work has been fully performed to Owner's satisfaction

and Contractor is not breach of this Agreement.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.

6.5 Insurance. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

6.5.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$250,000 Ea. Accident
Bodily Injury by Disease	\$250,000 Ea. Employee

\$250,000 Policy Limit

- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$500,000	\$500,000

Aggregate policy limits: \$500,000

Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$500,000	\$500,000
Property damage	\$500,000	\$500,000
Aggregate policy limits	No aggregate limit	

- 6.5.2** The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this project.

- 6.5.3** Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

6.5.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

- (1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
 - (2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.
 - (3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
 - (4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.
- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
- (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

- (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
 - g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
 - h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
 - i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
 - j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

6.5.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement. The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

6.5.6 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

6.5.7 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or

exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

6.5.8 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

ARTICLE 7 INDEMNITY

7.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE OWNER, REPRESENTATIVES OF THE OWNER AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

7.2 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone

claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 8 WARRANTY

8.1 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

8.2 Contractor shall provide warranty services for the Work for a full eighteen (18) months following final completion and final payment. Just before the warranty period expires, Contractor may be requested to attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 Conflicting Terms. In interpreting this Agreement and resolving any ambiguities or conflicting terms between this Agreement and any of the exhibits incorporated herein, the main body of this Agreement shall take precedence over the exhibits and shall control as to any inconsistency and/or conflicting terms between the terms set out in the main body of this Agreement and terms set forth in the exhibits.

9.2 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

9.3 Audits. Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

9.4 Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

9.5 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

9.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

9.7 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

9.5 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

9.6 Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that

Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

9.7 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

9.8 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

9.9 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

9.10 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

9.11 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

CONTRACTOR:

J.T. VAUGHN CONSTRUCTION, LLC

By:  _____

Printed Name: _____

J. Thomas Vaughn, CEO
Title: _____

Date: July 15, 2020

EXHIBIT "A"

June 23rd, 2020

Williamson County Facilities
Project Management
3101 SE Inner Loop
Georgetown, TX 78626
(512) 943-1636

Attention: Dwayne Gossett

Reference: Proposal - WILCO Road and Bridge Training Room Renovation

Choice Partners Contract Number: 150641JN-16

We respectfully submit a proposal of \$42,816 (Four Two Thousand Eight Hundred and Sixteen) dollars and 00/100 to provide the following scope:

Summary of Base Cost:	
RS Means Total "O&P":	\$ 42,624.56
Contractor Coefficient:	0.08
Subtotal:	\$ 41,772.07
Non Pre-Priced Item:	\$ 0.00
<u>Bond Cost:</u>	<u>\$ 1,044.00</u>
Total Base Cost:	\$42,816.00

Assumptions and Clarifications:

- All work to be performed during normal business hours 7am to 3:30pm, Monday thru Friday.
- Restroom access provided for contractor
- Dumpster location provided for contractor
- Office/work area provided for contract
- Vaughn has the right to purchase and manage a project specific Contractor Controlled Insurance Program.

Scope of Work based on:

- Work to be completed per walk through with Williamson County (Dwayne Gossett) drawings N/A

General Qualifications:

- Excludes Contractor Contingency
- Excludes Sales Tax
- Excludes Building Permit Costs
- Excludes asbestos abatement and or lead removal
- Excludes building code changes, life safety code changes, or other regulatory changes that may occur beyond what is currently designed
- Excludes provisions for, or any impacts from, any errors or omissions in the contract documents prepared and/or issued by the Owner, Owner's vendors/ separate contracts, Architect, Engineer, Consultant, or similar party.
- This proposal is based on market conditions at the time of entering into the Agreement and agree that the risk of unforeseen increases in the cost of the work shall be borne by the party receiving benefit of the Work. Such events or causes shall include, but not be limited to, natural disasters such as hurricanes, earthquakes, floods or other severe weather events, taxes/tariffs, labor strikes or labor shortages, highly adverse economic conditions, or sudden market fluctuations resulting in shortages of materials or increases in cost thereof. If the Cost of the Work or portion of the Cost of the Work increases as a result of an external cause, rendering the cost of performance different than contemplated by the Agreement, and the event or cause is beyond the control of Owner or Construction Manager, then the Contract Price shall be equitably adjusted by such increased cost, unless the Owner, Architect, and Construction Manager are able to cooperate in revising the

VAUGHN
CONSTRUCTION

10355 Westpark Drive
Houston, Texas
77042-6312

Telephone:
(713) 243-8300

Facsimile:
(713) 243-8350



Project scope and quality as required to reduce the Cost of the Work by an amount equal to the cost increase.

- Excludes Holiday Work
- Excludes any HVAC work including Test and Balance.
- Excludes any flooring work.

Our price is valid for ten (10) days.

We appreciate the opportunity, and please call me at 512-883-7461 with any questions.

Very truly yours,
VAUGHN CONSTRUCTION


Doug Engram

EXHIBIT "B"

Road and Bridge Training (RBT)

3901 SE Inner Loop
Georgetown TX 78626

Data Release : Year 2020 Quarter 1 Unit Cost Estimate

Quantity	Line number	Line Short desc.	Description	Unit	CSP	Est. Total	Type	Labor	Date Release	CG Location
#	01311509260		Fuel personnel, superintendent, average	Wret	S	14,900.00	PRR		Year 2020 Quarter	TEXAS / AUSTIN (786-787)
1,000	013115031600		Grinding concrete floor, all of concrete floor, epoxy, 1 coat	S.F.	S	204.00	PRR		Year 2020 Quarter	TEXAS / AUSTIN (786-787)
50	024115172000		Demolition, remove pavement & curb. remove concrete, rebar reinforced, to 4" level, hydraulic hammer, chisels pauling and discular bits	S.Y.	S	532.40	RUM		Year 2020 Quarter	TEXAS / AUSTIN (786-787)
670	024115330400		Demolition in metal container/drum/jail, wallboard, non load bearing, gypsum board & studs	S.F.	S	2,409.00	PRR		Year 2020 Quarter	TEXAS / AUSTIN (786-787)
1	029505100240		Disjunctive metals demolition, structural framing members, 1/4-2 tons, remove welding cut into smaller pieces, incl loading, cost sharing tracing, cutting, hauling, dumping	EA	S	111.26	RUM		Year 2020 Quarter	TEXAS / AUSTIN (786-787)
1	054113950160		Braiding strap, shear steel X-bracing for LB studs, galvanized steel, one face, incr 1/2" x 1/2" min, 59 ga x 4' W	EA	S	60.17	PRR		Year 2020 Quarter	TEXAS / AUSTIN (786-787)
25	054113920430		Braiding strap, continuous horizontal row, for LB studs, galvanized steel, both faces, studs 1/2" O.C., 25 ga x 2' W	S.A.F.	S	2,018.50	PRR		Year 2020 Quarter	TEXAS / AUSTIN (786-787)
600	054113100210		Bringing, sort, length of lead bearing Track, 12" wide, lead bearing studs, per blue tray, 1/8 ga x 3-6" W x 12' L, incl steel fast at ends	EA	S	408.00	PRR		Year 2020 Quarter	TEXAS / AUSTIN (786-787)
870	074115020020		Reinforced insulation, for walls of container, average fiberglass, 3-1/2" thick, R13, 18' wide	S.F.	S	426.40	PRR		Year 2020 Quarter	TEXAS / AUSTIN (786-787)
320	074213300900		Steel piling, concrete, corrugated or ribbed, on steel frame, 10 year finish, 25 gauge, incl. ballast	S.F.	S	1,540.80	PRR		Year 2020 Quarter	TEXAS / AUSTIN (786-787)
920	270219100030		Joint sealants, caulking and sealants, isocyanate sealants, elastomeric, particulate, 104" x 62" x .95" open dispenser, 300°F max heat, autocl remove, alternate patching method per RFI	S.F.	S	2,126.26	PRR		Year 2020 Quarter	TEXAS / AUSTIN (786-787)
64	0805051002010		Frame, steel, 4x6x4 down, hollow metal, double, 16 ga, up to 6'-3/4" long, 4" x 4" x 6" W	EA	S	104.76	PRR		Year 2020 Quarter	TEXAS / AUSTIN (786-787)
1	081213130040		2000 electric, wireless, alarm/burglar alarm change	Lot	S	330.34	PRR		Year 2020 Quarter	TEXAS / AUSTIN (786-787)
1	081213130040		2000 electric, wireless, alarm/burglar alarm change	Lot	S	400.00	PRR		Year 2020 Quarter	TEXAS / AUSTIN (786-787)
1	081213151001		Door hardware, adjustment, minor	Lot	S	715.40	PRR		Year 2020 Quarter	TEXAS / AUSTIN (786-787)

920	202505102001		Remove demolition, gypsum wall board, furring and nails, remove	C.F.	\$	542.40	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
930	202511635300		Hampton wall, minor, water resistant, taped both sides, installed on & (incl. 25 ga. 1/2" metal studs, 3-5" wide, 1/4" SC, 1/2" to 1-3/4" 5/8" gypsum board) Year 2020 Quarter 1	C.F.	\$	3,193.20	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
100	2025113130703		Year 2020 Quarter 1 Standard colors, 4" high, 1/8" thick, white & charcoal, wall & ceiling, remove, demolish, drywall or plaster, zero voc latex, 3 coats, smooth finish, primer	C.F.	\$	248.00	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1958	2025123741243		Paints & coatings, wall & ceiling, remove, zero voc latex, minimum 3-coat, minimum 100% acrylic, primer	C.F.	\$	1,512.72	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1	2025123749900		Paints & coatings, wall & ceiling, remove, zero voc latex, minimum 3-coat, minimum 100% acrylic, primer	C.F.	\$	124.84	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
6	212513809990		Water-based fire suppression piping, minimum labor/equipment charge	C.F.	\$	190.86	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
200	2025065100100		Conduit, rigid galvanized steel, 1/2" to 1" diameter, electrical demolition, remove conduit to 10' high, including fittings & hangers	C.F.	\$	306.02	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
200	2025065100250		Armored cable, 30kV, #14, 2 wire, average 50 runs, electrical demolition, remove	C.F.	\$	124.00	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
158	2025065100250		Armored cable, 30kV, #14, 2 wire, average 50 runs, electrical demolition, remove	C.F.	\$	120.26	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
6	2025065101720		Removal of 2, 4 square & octagon, electrical demolition, remove, including removal of supports and terminations	C.F.	\$	32.48	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
21	2025065101633		Wire, THW THHN THHW, #14, electrical demolition, removed from in place conduit, to 10' high	C.F.	\$	130.44	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
29	2025065101540		Wire, THW THHN THHW, #12, electrical demolition, removed from in place conduit, to 10' high	C.F.	\$	167.45	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
4	202505102120		Fluorescent fixtures, minor, 2 lamp, 2-4', electrical demolition, remove, recessed 4'-8", to 10' high, including supports & amps	C.F.	\$	100.24	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1	202505102002		Water-based fire suppression piping, minimum labor/equipment charge	C.F.	\$	108.11	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
23	202510802100		Wire, copper, aluminum, 100 voc, #12, type THW, normal installation conditions in wireway, conduit, cable tray	C.F.	\$	1,268.33	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
23	202510802100		Wire, copper, aluminum, 100 voc, #12, type THW, normal installation conditions in wireway, conduit, cable tray	C.F.	\$	1,556.17	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
160	202511313750		1/2" galvanized steel conduit, 1/2" diameter, to 10' H, 2nd & 3rd terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100' L.F.	C.F.	\$	1,287.20	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
15	202511313911		1/2" galvanized steel conduit, 1/2" diameter, to 10' H, 2nd & 3rd terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100' L.F.	C.F.	\$	176.58	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
16	202511313200		1/2" galvanized steel conduit, 1/2" diameter, to 10' high	C.F.	\$	279.66	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)

