

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**SERVICES CONTRACT  
FOR  
CONSTABLE PCT. 2 REMODEL/REPAIRS  
(350 Discovery Blvd, Cedar Park, TX)  
(The Roof Co.)**

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, and the Texas Health & Safety Code.**

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter “The County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Austin Montgomery d/b/a The Roof Co.** (hereinafter “Service Provider”), with mailing address at 141 Woods Ln., Bruceville, TX 76630 (phone 254-722-0833). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**No Agency Relationship:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement.

## II.

**Entire Contract & Incorporated Documents:** This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

**A. As described in the attached Statement of Work/Proposal (March 1, 2022), which is incorporated herein as if copied in full; and**

**B. Any required insurance certificates evidencing required coverages.**

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Agreement and any of the above-referenced Agreement documents/exhibits or incorporated documents.

## III.

**No Assignment:** Service Provider may not assign this contract.

## IV.

**Compliance with All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

## V.

**Consideration and Compensation:** Service Provider will be compensated based on the attached Statement of Work/Proposal which is incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$19,435.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County 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 The County'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.

## VI.

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, 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 The County and name The County as an additional insured.

Type of Coverage		Limits of Liability
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	\$500,000 Ea. Accident
	Bodily Injury by Disease	\$500,000 Ea. Employee
	Bodily Injury by Disease	\$500,000 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 (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

d.	Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):	
	COVERAGE	PER PERSON
	Bodily injury (including death)	\$1,000,000
		PER OCCURRENCE
		\$1,000,000

Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

## VII.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY’S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY’S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE “INDEMNITEES”) AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES’ GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY’S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY’S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE “INDEMNITEES”) FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS’ FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR

NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VIII.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the Statement of Work/Proposal (March 1, 2022), which is incorporated herein as if copied in full.

## IX.

**Good Faith:** Service Provider agrees to act in good faith in the performance of this agreement.

## X.

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

## XI.

**Termination:** This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.**

## XII.

**Venue and Applicable Law:** Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

### **XIII.**

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

### **XIV.**

**Severability:** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

### **XV.**

**Right to Audit:** Service Provider agrees that The County 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 Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

### **XVI.**

**No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

### **XVII.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to be effective as of the date of the last party's execution below.

County:

Service Provider: The Roof Co. Waco

\_\_\_\_\_  
Hon. Bill Gravell  
Williamson County Judge

*Austin Montgomery*  
Authorized Representative

Date: \_\_\_\_\_, 20\_\_\_\_

Date: March 10, 2022

Exhibit(s)  
Statement of Work/Proposal (March 1, 2022)  
(Incorporated herein as if copied in full)





**The Roof Co. Waco LLC**

3605 Franklin Ave • Waco, TX 76710-7327 • Phone: 254-651-1776 • Fax: 254-651-1876

Williamson County - Dwayne Gossett  
Cell: 512-943-1611

3101 SE Inner Loop  
Georgetown, TX 78626

Job Address:  
350 Discovery Blvd  
Cedar Park, TX 78613

**Print Date:** 3-3-2022

## Proposal for Wilco Constables Office - Remodel

Estimate is based on market conditions of March 2022 and is valid for (15) days.

-Price is based on having unrestricted access to work area

-Price is based on (1) mobilization & (1) demobilization \*additional compensation may be requested should additional mobilizations or stand by time be required

Items	Price
Bunkhouse Remodel	
<b>Reception Area Remodel</b>	<b>\$14,950.00</b>
Materials & Labor To:	
-perform select demo at reception of constables office	
-patch flooring as needed to match existing	
-patch/repair drywall and paint to match existing	
-wrap glass w/ new constables logo (frosted)	
-replace ceiling tiles in reception area as needed	
-provide & install transaction window with ticket tray at ADA height	
Excludes:	
-new millwork	
-content manipulation	
-new electrical, data or security	
-permits/plans/engineering	
<b>General Conditions</b>	<b>\$4,485.00</b>
General Conditions:	
-provide supervision & project management	
-provide temporary protection for floors & dust control	
-provide dumpster & haul off services	

<b>Total Cost:</b>	<b>\$14,950.00</b>
<b>Total Markup:</b>	<b>\$4,485.00</b>
<b>Total Price:</b>	<b>\$19,435.00</b>

**Exclusions:**

1. The contractor will furnish of the labor and materials which are necessary to perform the work. Unless otherwise stated in this proposal, the labor and materials that are furnished will be those which are ordinarily used in the construction industry.
2. The contractor will perform the work in accordance with any applicable plans and specifications that have been provided prior to date of this proposal. The contractor however will not be responsible for the property of such plans or specifications.
3. In performing the work, the contractor will be entitled to assume that the work of the other contractors has been properly performed. The contractor will not be required to inspect the work of others and will not have the liability for any problems which may arise as result of other work.
4. All preparatory work at the site which is to be undertaken by others, prior to work of the contractor must be properly completed in order for the contractor to perform the work described in this proposal. The contractor will no responsibility for any preparatory work or the result thereof.
5. The contractor will only be responsible for the specific work which is described herein. If any additional work is required, or any changes are made during the construction which increase the cost of performance, the contractor will be entitled to add additional charge.
6. Similarly, if any abnormal surface and subsurface conditions which could not reasonably have been expected by the contractor are encountered at the project site, the contractor will be entitled to add and additional charge for any increase in the cost of performance.
7. Any additional charges which are added by the contractor will be reasonable. If there is any disagreement regarding the reasonableness of its charges, the contractor may suspend all of its work until the disagreement is resolved or may terminate its contract without liability.
8. The contractor will perform the work with reasonable diligence but will not be responsible for any delays which may occur because of weather, strikes, transportation difficulties, and shortages of materials, mechanical breakdown or any other conditions that are beyond its reasonable control.
9. The contractor will not be responsible for any test or permits that may be required to perform the work unless otherwise provided by this proposal. Likewise, the contractor will not be responsible for engineering or surveying services unless otherwise provided herein.
10. When the work is completed, the contractor will leave the site in reasonably clean condition. All objections to its work, which are based on conditions that are visible at the time of completion, must be brought to its attention prior to the time it leaves the site or will be waived.
11. If the work is to be performed on any residential property, or is for any personal, household or family use, credit will not be extended. The contractor, at its election will be entitled to payment if full either before the work begins or immediately upon its completion.
12. If the work is to be performed on commercial property, progress payments may be permitted if a credit application is submitted to and approved by the contractor prior to the beginning of the work. The contractor will not perform any work hereunder if credit is not approved.
13. All process payments which are to be made to the contractor will payable on the 10th day of the calendar month following each month that work is performed. Any progress or other payments which are not made when due shall bear interest at the rate of 18% per annum.
14. Unless otherwise specifically agreed on the reverse side hereof, or required by law, no retainage will be withheld from the amounts which are payable to the contractor for the work performed hereunder. The contactor will be entitled to receive full payment as provided herein for all work performed.
16. This proposal contains all of the terms and conditions which constitute the offer of the contractor. Acceptance is strictly limited to the terms and conditions set forth herein and unless the contractor otherwise agrees in writing, no other terms or conditions will apply to the work.
17. This proposal will remain in effect for a period of 30 days from the date shown. If it is not accepted within the period by a person who is authorized to do so, and returned to the contractor, this proposal will lapse without further actions on the part of the contractor.
18. Not responsible for cracking or vegetation growth, or water puddling.
19. Excludes rock excavation, if required
20. Excludes back filling CMU block wall
21. Excludes SWP3 plan and erosion control, if required
22. Excludes soil and compaction testing by contractor or third party, if required
23. Excludes permits, engineering or surveys if required
24. Excludes any warranty of any type or future maintenance of any kind
25. Excludes digging out existing piers completely
26. Excludes excavation of existion sub grade and bringing in materials for back fill, if required

**Payment Terms** - progress payments

**TERMS AND CONDITIONS**

- ACCEPTANCE: All Proposals are subject to acceptance by The Roof Co. Waco, LLC ("Contractor"). Changes requested by Customer in writing or required hereunder, shall be subject to Contractor's approval and, if accepted, shall be paid by Customer in addition to the Proposal price. All of Contractor's rights and remedies hereunder extend to changes. Unless otherwise agreed in writing all changes are at Contractor's regular price. This Proposal does not include, unless expressly specified, any asbestos abatement, removal, encapsulation or any removal of lead paint. If asbestos or lead paint is found existing on the premises, any cost to abate, remove or encapsulate shall be paid by Customer as an extra. Customer represents that he/she owns the property at which the work is to be performed. Customer will identify boundary lines and be responsible for obtaining any necessary zoning variations before commencement of work.

Contractor shall comply with all local requirements for building permits, inspections and zoning. All surplus material remains Contractor's property. While the work is being performed, Contractor may use the Customer's utilities at no cost. If Contractor is unable to complete the work for any reason, it may assign its obligations hereunder to a contractor of its choice. All rights, remedies and privileges of Contractor hereunder inure to the benefit of and are enforceable by an assignee of the Proposal. Customer agrees to execute all other documents that Contractor may require to carry out the terms of this Proposal or to comply with all applicable laws. Contractor may make minor variations in work or substitute material of equal or better quality without consent of Customer.

- Contractor will give building owner 24-hour written notice on any satellites, cables, data, IT, networking, antennas, boosters, dish, etc. that may be moved while performing the work. It will be the building owner's responsibility to notify all tenants that a disruption in their service may occur, and they will be responsible for contacting & payment of their provider to recalibrate or reset any of the above-mentioned service.

- Contractor will not be responsible for ANY disruption (noise, loss of network, revenue, etc.) during the time of the performed work. Hours of work to be Monday through Friday 8-5 unless otherwise noted.

- EXISTING BUILDING: Contractor will not be responsible for any existing mechanical, electrical, plumbing, etc. unless otherwise defined in our original scope of work. Please note that units (HVAC, condenser, satellites, etc.) may be lifted slightly for install of new roof and that Contractor will not be held responsible for any of the unit's function. In cases of recovering an existing roof, Contractor will not be responsible for any leaks and or damages to property during the time of install of new roof unless otherwise caused by negligent workmanship to the new roof.

Contractor will not be responsible for any leaks and or damages to property from the following: unknown moisture under existing roof, leaks from mechanical units, leaks from other portions of existing roof not yet completed with new roof, or other causes or conditions beyond Contractor's reasonable control. It is the tenants'/owner's responsibility during the event of the leak to protect their property from damages and to notify Contractor within 24-hours of time of leak. Contractor will not be held liable from any non-working signage, neon/LED lighting, fixtures, TV's, computers or any other property during or after install of new roof.

Tenant/Owner Initial: \_\_\_\_\_

- Your Proposal must provide proper documentation (photographs of before & after, times/dates, video, etc.) of issue within 24-hours to Contractor to determine if Contractor was responsible for the issue. If all documentation is not turned in within 24-hours of notification Contractor will not be held liable for any issues or damages. Contractor will not be responsible for any services (electrical, plumbing, HVAC, conduits, etc.) that may be mounted to the deck of the roof and that may be compromised during the installation of the new roof. Unless otherwise PAID for by owner of the building, Contractor will not conduct a search & locate of any service below the roof. If owner wishes to proceed WITHOUT a search & locate, then owner is responsible for any compromises/damages that may occur during time of install of new roof.

CANCELLATION AND DEFAULT: The material listed on the front or any approved insurance company description of work and materials is specially ordered and cannot be canceled by the Customer after any right of rescission period has expired. Customer agrees that title to the materials does not pass to Customer under this Agreement until said materials are paid in full. Customer further agrees that in the event of default, Contractor, has a right of possession and that the Customer will make available to Contractor, at a reasonable time, the materials provided under this Proposal.

- If Customer cancels this Proposal or defaults in any way after any rescission period has expired, and the materials have already been ordered by Contractor, the Customer agrees that Company shall be entitled to the entire approved price for the materials. The Customer shall be in default under this Proposal if any of the following conditions or events occur: (A) a default in payment of the approved price by Customer, (B) Customer fails to provide access to Contractor, at reasonable times during the hours of 7:30 a.m. to 7:30 p.m., Monday through Saturday to perform the work as described in this Proposal; (C) any other failure by Customer to comply with the terms and conditions of this Proposal. In the event of the default, the Customer shall be liable for all damages incurred by Contractor.

DATES OF PERFORMANCE: Approximate commencement and completion dates of the Proposal are estimates only and Contractor shall not be responsible for delays in either the starting date for the work or substantial completion. Any delays caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating time frames for payment or performance. Contractor is not responsible for delay or inability to perform caused by Acts of God, strikes, war, riots, shortages, weather conditions, public authorities or other causes or conditions beyond its control. Contractor will not be held responsible to liquidated damages for any shortages caused by suppliers that

may cause delay in project.

**SUPERVISION:** Unless otherwise noted, Contractor will have, at its own discretion, the supervision onsite.

**JOINT AND SEVERAL AGREEMENTS:** Customer agrees that upon acceptance of this Agreement by Contractor, each of the Customers shall be jointly liable and that each is the agent of the other for the purpose of binding each and all Customers for specification changes, work order changes or adjustments to the original Proposal.

**LIMITED WARRANTY:** Contractor warrants material is of standard grade quality and will transfer to Customer all manufacturers' written guarantees upon request. The manufacturer does offer a limited warranty on the materials sold and all claims by the Customer for breach of material warranty must be brought directly against the manufacturer. Customer hereby waives all claims for breach of material warranty of any type against Contractor, Customer will be supplied with the warranty information from the manufacturer after payment for the complete work. A specimen copy of the warranty by the manufacturer is available upon request. Contractor warrants workmanship for (2) years after the date of substantial completion and will remedy substantial defects within a reasonable time after receipt of written notice from Customer within such two-year period. This remedy is Customer's exclusive remedy for any workmanship warranty claim.

- **THERE ARE NO OTHER WARRANTIES PROVIDED BY CONTRACTOR EXPRESS OR IMPLIED AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PURPOSE.** This workmanship warranty inures to the benefit and is enforceable only by the Customer and is to not transferable or assignable. Contractor, shall not be liable for any incidental or consequential damages.

- No warranty of any type exists until all work is paid in full. Additional terms applicable to Contractor's warranties appear on the last page.

**LIMITATION OF LIABILITY:** Notwithstanding anything to the contrary contained in this proposal or any contract document between contractor and customer, contractor shall in no event be liable for any indirect, exemplary, special, consequential or incidental damages of any kind, even if Contractor has been advised of the possibility of such damages, nor shall Contractor's Liability for any direct damages exceed the total amount paid to Contractor for its work hereunder.

- **ENTIRE AGREEMENT AND GOVERNING LAW:** This Proposal contains the entire agreement between the Customer and Contractor and supersedes all other written and/or oral agreements. Any changes to this Proposal must be in writing and signed by both parties. This Proposal and any disputes related to the Proposal or Contractor's performance will be governed by and construed in accordance with the laws of the State of Texas. To the fullest extent permitted by the applicable governing law, any disputes and or suits resulting in litigation shall be held in Waco, Texas (McLennan County), and Customer agrees to the exclusive jurisdiction of the courts sitting in such County.

- **DEDUCTIBLES AND PAYMENT:** Even if Contractor's work is covered by Customer's insurance, the payment of 100% of the deductible is to be paid by the Customer based on the rates of the Customer's insurance company. (See your insurance policy or claim for amounts). Under federal law, Customer is responsible for paying its insurance deductible. Deductibles (unless otherwise agreed in writing) are due upon completion of work. It is a felony to commit insurance fraud and Contractor will not waive, pay, etc. deductibles. Failure to pay deductible will result in liens against the property.

- The amount shown on the attached proposal is due by the Customer UPON COMPLETION even if insurance proceeds are not yet received or delayed by the insurance company. Unless prior arrangements are approved, Customer shall make check payable to Contractor in the invoiced amount of the contract value and present to Contractor prior to work starting or materials being ordered.

- This agreement in its entirety (if not the prime contract) shall be added to the prime contract as an exhibit or attachment to the contract. Owner is responsible for paying all taxes that are required for the project unless a tax exempt certificate is provided.

- **LIEN:** To secure payment for the material and labor furnished, Contractor shall be deemed granted a mechanics', artisans', and/or materialman's lien on the subject property and/or improvements to the extent provided under applicable law. Provided all requisite notices are timely given, all necessary affidavits are timely filed, and Contractor otherwise complies with all applicable provisions of applicable law, Contractor shall have all rights to and to enforce such lien as provided by any applicable law.

- **ADDITIONAL WARRANTY TERMS AND RETURN POLICY:**

(1) year workmanship warranty & standard manufacturer warranty on materials

- **RETURN POLICY:** NO RETURNS on ordered and or fabricated materials. If job is canceled during the ordering process, Contractor will work with Customer and identify what and what cannot be returned. Customer agrees to pay Contractor for any ordered and or fabricated material that are not returnable.

I confirm that my action here represents my electronic signature and is binding.

**Signature:**

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**Date:**

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**Print Name:**

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