



Agreement for Construction Services

(Cooperative Contract - Buy Board 581-19)

This Agreement (“Agreement”) between Williamson County, Texas, a political subdivision of the State of Texas (“Owner”) and Falkenberg Construction Company, Inc. (“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 of the Williamson County Southwest Regional Park Stadium, Splashpad and Tennis Restroom Interior Renovations (hereinafter called the “Project”). 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 **Five Hundred Ninety-Seven Thousand One Hundred Ninety and 58/100 Dollars (\$597,190.58)** in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS; SCOPE OF WORK: The Work shall be performed pursuant to and in accordance with the plans and specifications and scope of work attached hereto as **Exhibit “A”**, as well as any revisions made thereto.

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **one hundred fifty (150) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial Completion of the Work within the Contract Time. Contractor further acknowledges and agrees that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

- 4.2.1** Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Five Hundred Dollars (\$500.00) per day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.
- 4.2.2** Owner may deduct liquidated damages described herein from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable by Contractor to Owner at the demand of Owner, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.
- 4.2.3** Notwithstanding anything to the contrary in this Agreement, if Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, Owner shall be entitled to recover from Contractor all of Owner's actual damages in connection with the failure by Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 5 PAYMENT:

5.1 Schedule Of Values

Contractor shall submit to the Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Price to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.2 Applications For Payment

5.2.1 Contractor shall submit to the Owner an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from subcontractors and material suppliers and shall reflect retainage if provided for in the Agreement.

5.2.1.1 Such applications may include requests for payment on account of changes in the Work that have been properly authorized by written Change Orders.

5.2.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a subcontractor or material supplier unless such Work has been performed by others whom the Contractor intends to pay.

5.2.1.3 If requested by Owner or required elsewhere in the Agreement, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

- a. With each Application for Payment: a current Sworn Statement from the Contractor setting forth all subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;
- b. With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;
- c. Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than five thousand dollars (\$5,000) on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;
- d. With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by Texas Property Code, §53.284. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by Texas Property Code, §53.284; and
- e. Such other information, documentation, and materials as the Owner, or the title insurer (if any) may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in

Williamson County, Texas.

- 5.2.2** Unless otherwise provided in the Agreement, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.
- 5.2.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.
- 5.2.3.1** The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this paragraph), provided the Owner has paid Contractor pursuant to the requirements of the Agreement. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.
- 5.2.3.2** The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this paragraph, including, without limitation, the duty to defend and indemnify Owner.
- 5.2.3.3** Retainage. The Owner shall withhold from each progress payment, as retainage, five percent (5%) of the total earned amount. Retainage so withheld shall be managed in conformance with Texas Government Code, Chapter 2252, Subchapter B. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least sixty-five percent (65%) of the total Contract Price.
- 5.2.3.4** For purposes of Texas Government Code, §2251.021 (a)(2), the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

5.3 Certificates For Payment

- 5.3.1** The Owner will, within seven (7) business days after receipt of the Contractor's Application for Payment, issue a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner determines is properly due, or notify the Contractor in writing of the Owner's reasons for withholding certification in whole or in part as provided.
- 5.3.2** The issuance of a Certificate for Payment will constitute a representation by the Owner, based on the Owner's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Owner's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Agreement. The foregoing representations are subject to an evaluation of the Work for conformance with the Agreement upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Agreement prior to completion and to specific qualifications expressed by the Owner. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Owner has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price.

5.4 Decisions To Withhold Certification

- 5.4.1** The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion the representations to the Owner required herein cannot be made. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor. If the Contractor or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that can be certified. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss for which the Contractor is responsible because of:
- 5.4.1.1** defective Work not remedied;
 - 5.4.1.2** third party claims filed or reasonable evidence indicating probable filing of such claims;
 - 5.4.1.3** failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
 - 5.4.1.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the

Contract Price;

5.4.1.5 damage to the Owner or a separate contractor;

5.4.1.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

5.4.1.7 failure to comply with the requirements of Texas Government Code, Chapter 2258 (Prevailing Wage Law);

5.4.1.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

5.4.1.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Agreement; or

5.4.1.10 repeated failure to carry out the Work in accordance with the Agreement.

5.4.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

5.5 Progress Payments

5.5.1 The Owner shall make payment in the manner and within the time provided in the Agreement and in accordance with Texas Government Code, Chapter 2251.

5.5.2 The Contractor shall pay each subcontractor and material and equipment suppliers no later than ten (10) calendar days after receipt of payment from the Owner the amount to which the subcontractor or material and equipment suppliers is entitled. Payments to subcontractors may reflect the percentages actually retained from payments to the Contractor on account of the subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to Sub-subcontractors in a similar manner.

5.5.3 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) calendar days, the Owner shall have the right to contact subcontractors to ascertain whether they have been properly paid. The Owner shall not have an obligation to pay or to see to the payment of money to a subcontractor, except as may otherwise be required by law.

5.5.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Agreement.

5.6 Failure Of Payment

5.6.1 If the Owner is required to issue Certificates for Payment and, through no fault of the Contractor, the Owner fails to timely issue Certificates for Payment in the time permitted in the Agreement, or if the Owner does not pay the Contractor by the date established in the Agreement, then the Contractor may, upon twenty-one (21) business days written notice to

the Owner, stop the Work until payment of the amount owing has been received.

- 5.6.2** If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Agreement, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Agreement to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Price and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Price by an amount equal to that which the Owner is entitled.

5.7 Substantial Completion

- 5.7.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Agreement so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.
- 5.7.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Agreement.
- 5.7.3** Upon receipt of the Contractor's punch list, the Owner will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Agreement, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Contractor shall then submit a request for another examination by the Owner to determine Substantial Completion.
- 5.7.4** When the Work or designated portion thereof is substantially complete, the Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within thirty (30) calendar days of Substantial Completion. Warranties required by the Agreement shall commence on the date of Substantial Completion of the Work or designated portion thereof

unless otherwise provided in the Certificate of Substantial Completion.

- 5.7.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate of Substantial Completion. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

5.8 Partial Occupancy or Use

- 5.8.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Agreement. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Owner as provided herein. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.
- 5.8.2** Immediately prior to partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- 5.8.3** Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Agreement.

5.9 Final Completion and Final Payment

- 5.9.1** Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will make such inspection and, when the Owner finds the Work acceptable under the Agreement and the Agreement fully performed, the Owner will issue a final Certificate for Payment for the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. All warranties and guarantees required under or pursuant to the Agreement shall be assembled and delivered by the Contractor to the Owner as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Owner until all warranties and guarantees have been received and accepted by the Owner.
- 5.9.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by Texas Government Code, Chapter 2251, (2) a certificate evidencing that insurance required by the Agreement to remain in force after

final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) business days prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Agreement, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Agreement, to the extent and in such form as may be designated by the Owner.

- 5.9.3** Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

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. 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. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Agreement and the laws of the State of Texas.

6.5.1 The Contractor shall provide and maintain, until the Work covered in the Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

	Type of Coverage	Limits of Liability
.1	Worker's Compensation	Statutory
.2	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
.3	Commercial general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	
	COVERAGE	PER OCCURRENCE
	Commercial General Liability (including premises, completed operations and contractual)	\$1,000,000
	Aggregate policy limits:	\$2,000,000
.4	Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):	
	COVERAGE	PER PERSON PER OCCURRENCE
	Bodily injury (including death)	\$1,000,000 \$1,000,000
	Property damage	\$1,000,000 \$1,000,000
	Aggregate policy limits	No aggregate limit
.5	Builder's Risk Insurance (all-risks)	

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of

terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

- a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
 - b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions, if any. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.
- .6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.
- .7 Umbrella coverage in the amount of not less than \$5,000,000.

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:
 - (a) 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 Project.
 - (b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
 - (c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
 - (d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, 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 on the Project.

"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 Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. 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 on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, 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.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:
 - (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - (b.) 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 Project.
6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. 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 on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
 - (a) 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, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

(b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

(c) provide the Contractor, prior to the end of the coverage period, 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 Project;

(d) obtain from each other person with whom it contracts, and provide to the Contractor:

i. a certificate of coverage, prior to the other person beginning work on the Project; and

ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract 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 on the Project will be covered by workers' compensation coverage for the duration of the Project, 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.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

6.5.3 If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

- 6.5.4** Insurance coverage required hereunder 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.
- 6.5.5** **The Owner (“Williamson County, Texas”), its officials, employees and volunteers shall be named as an additional insured on all required policies.** These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.
- 6.5.6** The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor’s bid bond.
- 6.5.7** Owner reserves the right to review the insurance requirements set forth herein during 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.
- 6.5.8** 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.
- 6.5.9** Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$75,000 in the Contractor’s insurance must be declared and approved in writing by Owner in advance.
- 6.5.10** Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with 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 hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder 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, 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 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Contractor SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR, 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 PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR 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 OR 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, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR 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.

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 twelve (12) months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 9 PREVAILING WAGE RATE:

9.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the “Prevailing Wage Schedule”, as defined below. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Agreement. The “Prevailing Wage Schedule” is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

9.1.2 For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker’s job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

9.1.3 A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

9.2 Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at <https://sam.gov/search/?index=dbra> (the “Prevailing Wage Schedule”). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

9.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars (\$60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to provisions above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and

occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

9.4 Complaints of Violations of Prevailing Wage Rates. Within thirty-one (31) days of receipt of information concerning a violation of Texas Government Code, Chapter 2258, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11th) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

9.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided herein and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

9.7 Prevailing Wage Retainage. Money retained pursuant to this section shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars (\$60.00) per day of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to Texas Government Code, §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to

release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided in this section.

9.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this section.

ARTICLE 10 BONDS:

10.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.3 Warranty Bond. Upon Final Completion, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in the Agreement.

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENTf

11.1 Termination by Contractor

If one of the reasons described below exists, the Contractor may, upon thirty (30) business days written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed, including reasonable overhead, profit, and costs incurred by reason of such termination:

- 11.1.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- 11.1.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- 11.1.3** Because the Owner has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in the Agreement, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Agreement; or
- 11.1.4** If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Agreement.

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

- 11.2.1.1** Fails to commence the Work in accordance with the provisions of the Agreement;
- 11.2.1.2** Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;
- 11.2.1.3** Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;
- 11.2.1.4** Fails to perform any of its obligations under the Agreement;
- 11.2.1.5** Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;
- 11.2.1.6** Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;
- 11.2.1.7** Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or
- 11.2.1.8** Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

11.2.2 When any of the reasons under **Paragraph 11.2.1** exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

11.2.3 When the Owner terminates the Agreement for one of the reasons stated in **Paragraph 11.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that it is determined that sufficient cause did not exist for termination under this **Section 11.2**, then the termination shall be considered a termination for convenience, under **Section 11.4**, below.

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

11.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

11.3.2 The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 11.3.1**. Adjustment of the Contract Price shall include profit. No adjustment shall be made to the extent:

11.3.2.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

11.3.2.2 that an equitable adjustment is made or denied under another provision of the Agreement.

11.4 Termination by the Owner for Convenience

11.4.1 The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.

11.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

11.4.2.1 Cease operations as directed by the Owner in the notice;

11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

11.4.3 Upon Owner's termination for convenience, costs of the Work executed, including reasonable overhead and profit, incurred to and including the date of termination, will be due and payable to Contractor in accordance with the Agreement.

ARTICLE 12 MISCELLANEOUS PROVISIONS:

12.1 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.

12.2 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.

12.3 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.

12.4 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.

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

12.6 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 know 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.

12.7 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.

12.8 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.

12.9 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.

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

12.11 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.

12.12 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.

12.13 Entire Agreement & Incorporated Documents; Conflicting Terms. This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:

1. This Agreement between County and Contractor;
2. Exhibit "A" – Plans and Specifications; Scope of Work;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract - Buy Board 581-19; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Agreement between County and Contractor;
2. Exhibit "A" – Plans and Specifications; Scope of Work;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract - Buy Board 581-19; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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: _____

CONTRACTOR:

FALKENBERG CONSTRUCTION
COMPANY, INC.

By:  _____
boxSIGN 186YXLUK-4YWQ9L28

Printed Name: John E. Castro

Title: President

Date: Dec 11, 2023

Exhibit “A”

Plans and Specifications; Scope of Work

Article I. Stadium Complex Restrooms

Clean and prep existing floor as needed for new epoxy

Install new 100% solids pigmented epoxy product w/ full broadcast of color flakes Install (1) one coat of clear 85% solids fast curing polyaspartic sealer coat

Demo existing and install new solid plastic partitions w/hooks

Demo existing and install new solid plastic urinal screens in men's restroom Demo existing mirrors and install new

Cut out existing CMU block as needed and shore the temporary opening

Demo and provide/install new wall mounted water closets w/manual flush valves Demo and provide/install new wall mounted urinals w/manual flush valves Demo and install new spring-loaded manual operation faucets

Replace faulty 2" ball valve with heavy duty gate valve with square actuator & round ductile box Install new Restroom appliances, TP dispensers, Sanitary Napkin receptacle, soap dispenser Demo existing countertops, faucets, sinks and millwork

Provide and install new solid surface countertops with integral sinks Provide and install new laminate base with ADA compliant approach

Demo existing light fixtures within restrooms and concession stand

Provide and install new LED exterior light fixtures

Power wash, clean and paint all walls and structural steel on the interior Provide and install two(2) new doors, frames and hardware, finish as needed Demo existing drinking fountain and turn over to WilCo

Provide and install new bottle filler per submittals(color TBD)

Install a new standard water meter within the chase to read the fountain if desired Repair existing masonry as needed to allow for new fountain

Article II. Splashpad Complex Restrooms

Clean and prep existing floor as needed for new epoxy

Install new 100% solids pigmented epoxy product w/ full broadcast of color flakes Install (1) one coat of clear 85% solids fast curing polyaspartic sealer coat

Demo existing and install new solid plastic partitions w/hooks

Demo existing and install new solid plastic urinal screens in men's restroom Demo existing mirrors and install new
 Cut out existing CMU block as needed and shore the temporary opening
 Demo and provide/install new wall mounted water closets w/manual flush valves Demo and provide/install new wall mounted urinals w/manual flush valves Demo and install new spring-loaded manual operation faucets
 Install new Restroom appliances, TP dispensers, Sanitary Napkin receptacle, soap dispenser Demo existing countertops, faucets, sinks and millwork
 Provide and install new solid surface countertops with integral sinks Provide and install new laminate base with ADA compliant approach
 Power wash, clean and paint all walls and structural steel on the interior Provide and install two(2) new doors, frames and hardware, finish as needed Demo existing drinking fountain and turn over to WilCo
 Provide and install new bottle filler per submittals(color TBD)
 Install a new standard water meter within the chase to read the fountain if desired Repair existing masonry as needed to allow for new fountain

Article III. Tennis Complex Restrooms

Clean and prep existing floor as needed for new epoxy
 Install new 100% solids pigmented epoxy product w/ full broadcast of color flakes Install (1) one coat of clear 85% solids fast curing polyaspartic sealer coat
 Demo existing and install new solid plastic partitions w/hooks
 Demo existing and install new solid plastic urinal screens in men's restroom Demo existing mirrors and install new
 Cut out existing CMU block as needed and shore the temporary opening
 Demo and provide/install new wall mounted water closets w/manual flush valves Demo and provide/install new wall mounted urinals w/manual flush valves Demo and install new spring loaded manual operation faucets
 Replace faulty 2" ball valve with heavy duty gate valve with square actuator & round ductile box Install new Restroom appliances, TP dispensers, Sanitary Napkin receptacle, soap dispenser Demo existing countertops, faucets, sinks and millwork
 Provide and install new solid surface countertops with integral sinks Provide and install new laminate base with ADA compliant approach
 Demo existing light fixtures within chase
 Provide and install new LED exterior light fixtures within chase
 Power wash, clean and paint all walls and structural steel on the interior Provide and install two(2) new doors, frames and hardware,

finish as needed Demo existing drinking fountain and turn over to WilCo

Provide and install new bottle filler per submittals(color TBD)

Install a new standard water meter within the chase to read the fountain if desired

Exclusions: The Plans and Specifications; Scope of Work shall not include the following:

Sales tax, overtime, permit fees Any work below slab

Preconstruction audit to verify below slab piping functionality(Responsibility of Williams County)

Providing cores or keys for hardware

Any work to exterior structural steel

Any work within concession stand other than light fixtures Any roof work

Any work not included hereinabove

Cost Estimate Report

Williamson County

Date: 11/17/2023

3005 Co Rd 175

Wilco_SWRP Stadium Splashpad & Tennis

Year 2023 Quarter 4

Unit Detail Report

Prepared By: Triston Moore

FALKENBERG CONSTRUCTION CO

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
015433406410	Rent toilet portable chemical, Incl. Hourly Oper. Cost.	126.00	Day	\$29.71	\$3,743.46
015433406410	Rent toilet portable chemical, Incl. Hourly Oper. Cost.	126.00	Day	\$29.71	\$3,743.46
015626500100	Temporary fencing, chain link, 6' high, 11 ga	400.00	L.F.	\$8.42	\$3,368.00
017413200052	Cleaning up, cleanup of floor area, continuous, per day, during construction	4.00	M.S.F.	\$67.24	\$268.96
017413200100	Cleaning up, cleanup of floor area, final by GC at end of job	4.00	M.S.F.	\$91.98	\$367.92
017613200020	Temporary protection, flooring, taped seams, 1/8" tempered hardboard	3,200.00	S.F.	\$1.15	\$3,680.00
Division 01	General Requirements Subtotal				\$15,171.80
Division 02 Existing Conditions					
024113175300	Demolish, remove pavement & curb, remove concrete, rod reinforced, to 6" thick, excludes hauling and disposal fees	8.00	S.Y.	\$23.97	\$191.76
024113175590	Demolish, remove pavement & curb, patio/carport, excludes hauling, foundation, minimum labor/equipment charge	3.00	Job	\$798.05	\$2,394.15
024113233390	Utility removal, pipe, remove, excludes excavation, hauling, minimum labor/equipment charge	3.00	Job	\$739.12	\$2,217.36
024113301000	Minor site demolition, masonry walls, block, solid, excludes hauling	1,600.00	C.F.	\$3.49	\$5,584.00
024113304220	Minor site demolition, sidewalk, concrete, mesh reinforced, 6" thick, remove, excludes hauling	8.00	S.Y.	\$19.73	\$157.84
024113304290	Minor site demolition, masonry pavers, excludes hauling, minimum labor/equipment charge	3.00	Job	\$336.57	\$1,009.71
024113360100	Selective demolition, utility valves & accessories, utility valves, 4"-12", excludes excavation	2.00	Ea.	\$487.50	\$975.00
024113360600	Selective demolition, utility valves & accessories, utility curb boxes, excludes excavation	2.00	Ea.	\$97.50	\$195.00

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
024119161200	Selective demolition, cutout, concrete, slab on grade, bar reinforced, to 6" thick, under 8 S.F., excludes loading and disposal	100.00	S.F.	\$44.22	\$4,422.00
024119168500	Selective demolition, cutout, remove, minimum labor/equipment charge	3.00	Job	\$146.25	\$438.75
024119190840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	19.00	Week	\$850.00	\$16,150.00
024119192040	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, hand carried, cost to be added to demolition cost	160.00	C.Y.	\$71.18	\$11,388.80
024119192080	Selective demolition, rubbish handling, haul and return, add per each extra 100' haul, hand carried, cost to be added to demolition cost	160.00	C.Y.	\$33.15	\$5,304.00
024119213000	Selective demolition, gutting, building interior, includes disposal, excludes dumpster fees, minimum labor/equipment charge	3.00	Job	\$844.32	\$2,532.96
024119251220	Selective demolition, saw cutting, masonry walls, block, solid, per inch of depth	120.00	L.F.	\$10.87	\$1,304.40
024119259000	Selective demolition, saw cutting, minimum labor/equipment charge	3.00	Job	\$356.55	\$1,069.65
Division 02	Existing Conditions Subtotal				\$55,335.38
Division 03	Concrete				
030130620100	Patching concrete, floors, small area, regular grout, 1/4" thick	100.00	S.F.	\$3.95	\$395.00
030130629000	Patching concrete, minimum labor/equipment charge	3.00	Job	\$95.93	\$287.79
030505101910	Selective concrete demolition, minimum labor/equipment charge	3.00	Job	\$1,133.85	\$3,401.55
031113659000	C.I.P. concrete forms, slab on grade, minimum equipment/labor charge, includes erecting, bracing, stripping and cleaning	3.00	Job	\$213.12	\$639.36
033053404700	Structural concrete, in place, slab on grade (3500 psi), 6" thick, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), and placing, excludes finishing	8.00	C.Y.	\$288.84	\$2,310.72
033053409000	Structural concrete, in place, minimum labor/equipment charge	3.00	Job	\$1,095.00	\$3,285.00
033113709000	Structural concrete, placing, minimum equipment/labor charge, includes leveling (strike off) & consolidation	3.00	Job	\$1,384.07	\$4,152.21
033513300150	Concrete finishing, fresh concrete flatwork, floors, basic finishing for unspecified flatwork, bull float, manual float & broom finish, incl edging and joints, excl placing, striking off & consolidating	100.00	S.F.	\$0.78	\$78.00
033513309100	Concrete finishing, minimum labor/equipment charge, excl placing, striking off & consolidating	3.00	Job	\$722.70	\$2,168.10
033543100130	Polished concrete floors, processing of interior floors, removal of paint, epoxy, 2 coats, includes dry grinding with planetary floor grinder, dry vac pick-up, hand sweeping	12.00	M.S.F.	\$979.11	\$11,749.32
033543100210	Polished concrete floors, processing of interior floors, grinding and edging with diamond/metal matrix, 40-grit, includes wet grinding, wet vac pick-up, auto scrubbing between grit changes	12.00	M.S.F.	\$1,520.44	\$18,245.28

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
033543100540	Polished concrete floors, processing of interior floors, honing and edging with diamond/resin matrix, 400-grit, includes dry honing, dry vac pick-up, hand sweeping between grit changes	12.00	M.S.F.	\$892.85	\$10,714.20
038113500500	Concrete sawing, concrete slabs, rod reinforced, up to 3" deep, includes blade cost, layout and set up time	100.00	L.F.	\$2.22	\$222.00
038113500520	Concrete sawing, concrete, existing slab, rod reinforced, for each additional inch of depth over 3", includes blade cost, layout and set up time	100.00	L.F.	\$0.73	\$73.00
038113500590	Selective demolition, concrete slab cutting/sawing, minimum labor/equipment charge	3.00	Job	\$822.22	\$2,466.66
038116500800	Concrete sawing, concrete walls, plain, per inch of depth, hydraulic saw	900.00	L.F.	\$8.90	\$8,010.00
038116500890	Selective demolition, concrete cutting, wall, minimum labor/equipment charge	3.00	Job	\$1,106.29	\$3,318.87
Division 03	Concrete Subtotal				\$71,517.06
Division 04	Masonry				
040120200320	Pointing masonry, tuck, cut and re-point, hard mortar, common bond	950.00	S.F.	\$7.02	\$6,669.00
040120201020	Pointing masonry, re-point, mask and grout method, common bond	200.00	S.F.	\$6.50	\$1,300.00
040120209000	Pointing masonry, minimum labor/equipment charge	3.00	Job	\$156.21	\$468.63
040120300300	Pointing masonry, cut and re-point block, hard mortar, running bond	200.00	S.F.	\$2.86	\$572.00
040120400050	Sawing masonry, brick or block, by hand, per inch depth	900.00	L.F.	\$4.14	\$3,726.00
040120410110	Unit masonry stabilization, structural repointing method, cut/grind mortar joint	300.00	L.F.	\$1.95	\$585.00
040120509000	Toothing masonry, minimum labor/equipment charge	3.00	Job	\$95.25	\$285.75
040120520200	Cleaning masonry, new construction, light construction dust, by chemical, brush and rinse, excludes scaffolding	1,800.00	S.F.	\$0.94	\$1,692.00
040120529000	Cleaning masonry, minimum labor/equipment charge	3.00	Job	\$947.12	\$2,841.36
040505109000	Selective demolition, masonry, minimum labor/equipment charge	3.00	Job	\$210.60	\$631.80
040513300300	Mortar, masonry cement, 1:3 mix, type O	100.00	C.F.	\$14.12	\$1,412.00
040519260015	Masonry reinforcing bars, #3 and #4 reinforcing steel bars, placed horizontally, ASTM A615	800.00	Lb.	\$1.94	\$1,552.00
040519260050	Masonry reinforcing bars, #3 and #4 reinforcing steel bars, placed vertically, ASTM A615	800.00	Lb.	\$2.27	\$1,816.00
040519260700	Masonry reinforcing bars, ladder type steel joint reinforcing, mill standard galvanized, 8" wall, 9 ga. sides, 9 ga. ties	3.00	C.L.F.	\$41.56	\$124.68
042210103600	Concrete block, hollow, normal weight, 2000 psi, 12" x 8" x 16", includes material only	0.00	Ea.	\$3.13	\$0.00
042210236100	Concrete block, decorative, split face or scored split face, 2000 psi, 4" x 8" x 16", excludes scaffolding, grout and reinforcing	900.00	S.F.	\$10.26	\$9,234.00
042210239000	Concrete block, decorative, minimum labor/equipment charge	1.00	Job	\$416.29	\$416.29

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
042210249000	Concrete block, exterior, minimum labor and equipment charge	3.00	Job	\$416.29	\$1,248.87
Division 04	Masonry Subtotal				\$34,575.38
Division 06	Wood, Plastics and Composites				
060505201500	Selective demolition, millwork and trim, counter top, straight runs	100.00	L.F.	\$3.46	\$346.00
060505209000	Selective demolition, millwork and trim, minimum labor and equipment charge	3.00	Job	\$86.40	\$259.20
061110022740	2" x 4" miscellaneous wood blocking, to steel construction, per M.B.F.	1.00	M.B.F.	\$4,835.03	\$4,835.03
061110022780	2" x 8" miscellaneous wood blocking, to steel construction, per M.B.F.	1.20	M.B.F.	\$4,116.35	\$4,939.62
061110029000	Miscellaneous wood blocking, minimum labor/equipment charge	3.00	Job	\$107.32	\$321.96
061110249000	Wood framing, miscellaneous, minimum labor/equipment charge	3.00	Job	\$107.32	\$321.96
061813209000	Laminated framing, minimum labor/equipment charge	3.00	Job	\$1,856.11	\$5,568.33
Division 06	Wood, Plastics and Composites Subtotal				\$16,592.10
Division 07	Thermal and Moisture Protection				
079213204100	Joint sealants, caulking and sealants, silicone rubber, bulk	3.00	Gal.	\$90.70	\$272.10
Division 07	Thermal and Moisture Protection Subtotal				\$272.10
Division 08	Openings				
080111101130	Door & window maintenance, install door	6.00	Ea.	\$60.50	\$363.00
080505100202	Door demolition, exterior door, single, 3' - 6" x 7' high, 1-3/4" thick, remove	6.00	Ea.	\$27.05	\$162.30
080505102000	Door demolition, door frames, metal, remove	6.00	Ea.	\$50.31	\$301.86
080505102205	Door demolition, door hardware, remove	6.00	Ea.	\$8.82	\$52.92
080505109000	Door demolition, minimum labor/equipment charge	3.00	Job	\$100.63	\$301.89
081116109000	Doors & frames, minimum labor/equipment charge	3.00	Job	\$199.06	\$597.18
081213131000	Frames, steel, knock down, hollow metal, single, 16 ga., up to 4-7/8" deep, 3'-0" x 7'-0"	6.00	Ea.	\$293.55	\$1,761.30
081213139000	Frames, hollow metal, minimum labor/equipment charge	3.00	Job	\$100.07	\$300.21
081313130100	Doors, hollow metal, commercial, steel, flush, full panel, hollow core, 1-3/8" thick, 20 ga., 3'-0" x 7'-0"	6.00	Ea.	\$351.47	\$2,108.82
087120152600	Door hardware, school, single, classroom, ANSI F88, complete set incl. lever	6.00	Door	\$931.96	\$5,591.76
087120301520	Door hardware, door closer, rack and pinion, backcheck, overhead concealed, all sizes, regular arm	6.00	Ea.	\$416.91	\$2,501.46
087120411420	Door hardware, deadbolt lock, single cylinder	6.00	Ea.	\$152.18	\$913.08

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
087120950040	Door hardware, kick plate, stainless steel, .05", 16 ga, 8" x 34"	6 00	Ea.	\$85 47	\$512.82
Division 08	Openings Subtotal				\$15,468.60
Division 09	Finishes				
090190920510	Paint preparation, surface protection, placement & removal, basic drop cloths	2,200.00	S.F.	\$0.06	\$132.00
090190930670	Surface preparation, exterior, siding, scrape & sand, Texture 1-11, heavy	8,400.00	S.F.	\$1.01	\$8,484.00
090190940750	Surface preparation, interior, walls, wash, masonry, brick & block, smooth	8,400.00	S.F.	\$0.13	\$1,092.00
090190949010	Surface preparation, interior, minimum labor/equipment charge	3.00	Job	\$120.80	\$362.40
090505200600	Flooring demolition, composition, acrylic or epoxy	3,000.00	S.F.	\$1.73	\$5,190.00
090505209000	Flooring demolition, minimum labor/equipment charge	3.00	Job	\$86.70	\$260.10
090505303820	Walls and partitions demolition, toilet partitions, metal or plastic	27.00	Ea.	\$43.35	\$1,170.45
090505309000	Walls and partitions demolition, minimum labor/equipment charge	3.00	Job	\$86.70	\$260.10
096519239500	Flooring, minimum labor/equipment charge	3.00	Job	\$112.62	\$337.86
096723231500	Composition flooring, epoxy, heavy duty epoxy topping, 1/4" thick, 1,000 to 2,000 S.F.	3,000.00	S.F.	\$12.65	\$37,950.00
099113601800	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	3,000.00	S.F.	\$0.65	\$1,950.00
099113601800	Paints & coatings, walls & ceilings, interior, zero voc latex, for work 8'-15' high, add	1.00	S.F.	\$0.05	\$70.50
099113601800	Paints & coatings, siding, exterior, for work over 12' h, from pipe scaffolding, add	1.00	S.F.	\$0.07	\$105.75
099113609000	Paints & coatings, siding, exterior, minimum labor/equipment charge	3.00	Job	\$152.15	\$456.45
099113700350	Paints & coatings, exterior doors, panel, both sides, roll & brush, finish coat, exterior latex, incl. frame & trim	6.00	Ea.	\$62.22	\$373.32
099113900500	Paints & coatings, walls, concrete masonry units (CMU), porous, first coat, latex, brushwork	800.00	S.F.	\$0.61	\$488.00
099113900500	Paints & coatings, siding, exterior, for work over 12' h, from extension ladder, add	1.00	S.F.	\$0.12	\$94.00
099113900540	Paints & coatings, walls, concrete masonry units (CMU), porous, first coat, latex, roller	8,600.00	S.F.	\$0.31	\$2,666.00
099113900540	Paints & coatings, siding, exterior, for work over 12' h, from extension ladder, add	1.00	S.F.	\$0.05	\$451.50
099113900550	Paints & coatings, walls, concrete masonry units (CMU), porous, second coat, latex, roller	8,600.00	S.F.	\$0.23	\$1,978.00
099113900550	Paints & coatings, siding, exterior, for work over 12' h, from extension ladder, add	1.00	S.F.	\$0.04	\$365.50
099113909000	Paints & coatings, walls, masonry, (CMU), exterior, minimum labor/equipment charge	3.00	Job	\$152.15	\$456.45

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
099710100200	Paints & coatings, exterior alkyd (oil base), flat, in 5 gallon lots	100.00	Gal.	\$80.54	\$8,054.00
099710100400	Paints & coatings, exterior alkyd (oil base), primer, in 5 gallon lots	60.00	Gal.	\$44.46	\$2,667.60
Division 09	Finishes Subtotal				\$75,415.98
Division 10	Specialties				
100505101105	Specialties demolition, demolition, mirror, wall mounted	6.00	Ea.	\$16.74	\$100.44
100505101910	Specialties demolition, toilet cubicles, remove	27.00	Ea.	\$125.55	\$3,389.85
100505101930	Urinal screen, remove	9.00	Ea.	\$41.85	\$376.65
102113135600	Urinal screen, floor mounted, stainless steel	6.00	Ea.	\$631.47	\$3,788.82
102113191760	Toilet cubicles, floor mounted, polymer plastic	27.00	Ea.	\$1,173.56	\$31,686.12
102113192100	Partitions, toilet, plastic, cubicles, floor mounted, for handicap units, add	6.00	Ea.	\$156.33	\$937.98
102113199000	Partitions, toilet, plastic, minimum labor/equipment charge	3.00	Job	\$249.43	\$748.29
102114169000	Toilet compartment components, plastic-laminate clad, minimum labor/equipment charge	3.00	Job	\$155.68	\$467.04
102114190130	Toilet compartment components, pilaster, floor anchored, polymer plastic, 7" wide x 70" high	24.00	Ea.	\$264.28	\$6,342.72
102114190310	Toilet compartment components, door, polymer plastic, 24" wide x 55" high	30.00	Ea.	\$501.40	\$15,042.00
102114190430	Toilet compartment components, headrail, for polymer plastic, 84" long	18.00	Ea.	\$59.58	\$1,072.44
102114199000	Toilet compartment components, plastic, minimum labor/equipment charge	3.00	Job	\$155.68	\$467.04
102223139000	Partitions, minimum labor/equipment charge	3.00	Job	\$414.32	\$1,242.96
102813131105	Toilet accessories, grab bars, straight, stainless steel, 42" long	18.00	Ea.	\$85.35	\$1,536.30
102813133800	Toilet accessories, mirror, 72" x 24", with 5" stainless steel shelf & stainless steel 3/4" square frame	6.00	Ea.	\$958.27	\$5,749.62
102813134200	Toilet accessories, sanitary napkin/tampon dispenser recessed	6.00	Ea.	\$468.67	\$2,812.02
102813135000	Toilet accessories, soap dispenser, stainless steel, recessed, liquid	6.00	Ea.	\$165.28	\$991.68
102813139000	Toilet accessories, minimum labor/equipment charge	3.00	Job	\$124.71	\$374.13
102813139996	Toilet accessories, installation only, grab bars, straight, satin finish, 2-1/2" diameter x 42" long	18.00	Ea.	\$34.74	\$625.32
Division 10	Specialties Subtotal				\$77,751.42
Division 12	Furnishings				
120505101100	Selective demolition, casework, wood base cabinets	36.00	L.F.	\$41.85	\$1,506.60
120505101200	Selective demolition, countertop	36.00	L.F.	\$10.46	\$376.56
123223308150	Wood casework vanities, base, 2 door, 30" h x 21" d x 48" w	6.00	Ea.	\$701.12	\$4,206.72

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
123223308150	Wood casework vanities, for deluxe models of all vanities, add	1.00	Ea.	\$236.92	\$1,421.54
123223308150	Wood casework vanities, for custom built in place, add	1.00	Ea.	\$158.96	\$953.75
123623139000	Countertops, minimum labor/equipment charge	3.00	Job	\$166.56	\$499.68
123661162100	Solid surface countertop, acrylic polymer, solid colors, pricing for orders of 1-50 LF, 25" wide	36.00	L.F.	\$150.23	\$5,408.28
123661163900	Solid surface countertop, acrylic polymer, sinks, single bowl, hard seamed, solid colors, pricing for orders of 1-50 units, 13" x 17"	12.00	Ea.	\$945.70	\$11,348.40
Division 12	Furnishings Subtotal				\$25,721.53
Division 22	Plumbing				
220505100710	Fountains, sinks or lavatories, selective demolition	18.00	Ea.	\$39.88	\$717.84
220505100720	Water closets, selective demolition	27.00	Ea.	\$46.47	\$1,254.69
220505100760	Cleanouts and drains, up thru 4" diameter, selective demolition	36.00	Ea.	\$55.89	\$2,012.04
220505100760	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		\$19.56	\$704.21
220505100760	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		\$19.56	\$704.21
220505101220	Fixture, counter top lavatory, disconnect and remove	15.00	Ea.	\$69.71	\$1,045.65
220505101300	Fixture, sink, single compartment, selective demolition	15.00	Ea.	\$69.71	\$1,045.65
220505101420	Fixture, water closet, wall mounted, selective demolition	18.00	Ea.	\$79.76	\$1,435.68
220505101420	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		\$27.92	\$502.49
220505101520	Fixture, urinal, wall mounted, selective demolition, includes 10' piping	6.00	Ea.	\$79.76	\$478.56
220505101520	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		\$27.92	\$167.50
220505101620	Fixture, old water cooler, wall or deck mounted, selective demolition, includes 10' piping	6.00	Ea.	\$92.94	\$557.64
220505101620	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		\$24.40	\$365.98
220505102162	Pipe, plastic, with fittings, 2" thru 3" diameter, selective demolition	600.00	L.F.	\$2.79	\$1,674.00
220505102162	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		\$0.98	\$585.90
220505102162	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		\$0.98	\$585.90
220505106100	Fixture, plumbing, remove and reset fixtures, difficult access	26.00	Ea.	\$139.42	\$3,624.92
220505106100	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		\$48.80	\$1,268.72
220505109000	Plumbing, selective demolition, minimum labor/equipment charge	3.00	Job	\$279.46	\$838.38

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
220505109100	Valves or strainers and similar, metal, up thru 1-1/2" diameter, selective demolition	12.00	Ea.	\$20.10	\$241.20
220505109100	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		\$7.04	\$84.42
220523201336	Valves, bronze, ball, 150 lb., 2", soldered	3.00	Ea.	\$255.39	\$766.17
220523201450	Valves, bronze, ball, 150 psi, 1/2", threaded or soldered	36.00	Ea.	\$49.63	\$1,786.68
220523201450	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		\$8.90	\$320.42
220523201450	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		\$8.90	\$320.42
220523203480	Valves, bronze, gate, non-rising stem, threaded, class 150, 2"	2.00	Ea.	\$595.19	\$1,190.38
220716109000	Insulation, minimum labor/equipment charge	3.00	Job	\$140.67	\$422.01
220719109600	Insulation, pipe covering (price copper tube one size less than I.P.S.), minimum labor/equipment charge	3.00	Job	\$139.42	\$418.26
220719300152	Pipe insulation protective jacketing, PVC, white, 48" lengths, 20 mil thick, 2" ID, cut from roll goods, size based on OD of insulation	600.00	L.F.	\$5.99	\$3,594.00
220719300152	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		\$1.25	\$751.80
221316609000	Traps, minimum labor/equipment charge	3.00	Job	\$184.11	\$552.33
224139102290	Faucets/fittings, lavatory faucet, center set with single control lever handle, polished chrome, with pop-up drain	20.00	Ea.	\$383.33	\$7,666.60
224139109000	Faucets/fittings, minimum labor/equipment charge	3.00	Job	\$138.08	\$414.24
224213133100	Water closet, bowl only, wall hung, includes flush valve and seat	18.00	Ea.	\$1,323.97	\$23,831.46
224213133560	Water closet, gang back to back carrier system, rough-in, supply, waste and vent, for pair hook-up	12.00	Pair	\$4,198.27	\$50,379.24
224213133560	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		\$198.11	\$2,377.28
224213139000	Water closet, minimum labor/equipment charge	3.00	Job	\$248.80	\$746.40
224213163300	Urinal, wall hung, rough-in, supply, waste and vent	6.00	Ea.	\$1,829.38	\$10,976.28
224213163300	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		\$123.00	\$738.00
224213165000	Urinal, stall type, vitreous china, with self-closing valve	6.00	Ea.	\$1,500.28	\$9,001.68
224213169000	Urinal, minimum labor/equipment charge	3.00	Job	\$248.80	\$746.40
224239100900	Faucets/fittings, flush valve, tankless water closet, concealed rear spud, wall hung	8.00	Ea.	\$339.58	\$2,716.64
224239100930	Faucets/fittings, flush valve, urinal, exposed stall	3.00	Ea.	\$304.51	\$913.53
224239102800	Faucets/fittings, lavatory faucet, self-closing center set, commercial	12.00	Ea.	\$229.71	\$2,756.52
224239309990	Carriers/supports, minimum labor/equipment charge	3.00	Job	\$157.99	\$473.97
224713106800	Drinking fountain, wall mounted, fully recessed, stainless steel, single bubbler, for connection to cold water supply	3.00	Ea.	\$2,117.03	\$6,351.09

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
224713107580	Drinking fountain, wall mounted, fully recessed, for connection to cold water supply, for rough-in, supply and waste, add	3.00	Ea.	\$988.04	\$2,964.12
224713107580	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		\$108.39	\$1,300.70
224713109000	Drinking fountain, minimum labor/equipment charge	3.00	Job	\$276.79	\$830.37
224716109000	Water cooler, minimum labor/equipment charge	3.00	Job	\$276.79	\$830.37
Division 22	Plumbing Subtotal				\$156,032.94
Division 26	Electrical				
260505102620	Incandescent fixtures, exterior, 100 Watt, electrical demolition, remove, wall mount	30.00	Ea.	\$19.24	\$577.20
260505102620	Electrical demolition, add to labor for higher elevated installation 10' to 14.5' high, add	1.00		\$5.54	\$66.43
260505109000	Electrical demolition, minimum labor/equipment charge	3.00	Job	\$120.68	\$362.04
260590104130	Receptacle devices, residential, duplex outlet, ivory, w/#12/2, EMT & wire, 20', 20 amp, incl box & cover plate	3.00	Ea.	\$174.06	\$522.18
260590104130	Labor adjustment factor (electrical), add to labor, cramped shaft	1.00		\$35.91	\$35.91
262416209000	Circuit breakers, minimum labor/equipment charge	3.00	Job	\$160.91	\$482.73
265113509000	Interior lighting fixtures, minimum labor/equip charge	2.00	Job	\$160.91	\$321.82
265623550340	Exterior LED fixture, modular, type IV, 240 V, 50 watt, incl lamps	30.00	Ea.	\$1,450.60	\$43,518.00
265623550340	Labor adjustment factor (electrical), add to labor for elevated installation (above floor level), 15' to 19.5' high	1.00		\$12.01	\$360.30
265633109000	Exterior fixtures, minimum labor/equipment charge	2.00	Job	\$128.84	\$257.68
Division 26	Electrical Subtotal				\$46,504.29
Division 33	Utilities				
331419103810	Water utility distribution valve, gate valves, cast iron, mechanical joint, with boxes, 125 psi, 4" diameter, includes valve box and mechanical joint, excludes excavation and backfill	2.00	Ea.	\$2,078.34	\$4,156.68
Division 33	Utilities Subtotal				\$4,156.68

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Subtotal					\$594,515.26
General Contractor's Markup on Subs				0.00%	\$0.00
Subtotal					\$594,515.26
General Conditions				0.00%	\$0.00
Subtotal					\$594,515.26
General Contractor's Overhead and Profit				0.00%	\$0.00
Grand Total					\$594,515.26

Total Proposal Breakdown		
RS Means Cost		\$594,515.26
Coefficient	0.98	\$11,890.31
Sub Total		\$582,624.95
Bond	2.5%	\$14,565.62
TOTAL		\$597,190.58