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COUNTY OF WILLIAMSON

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COUNTY ADDENDUM FOR ROOFING REPAIRS

(Wireless Communications) (NewRüf LLC)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between Williamson County, Texas (hereinafter "Customer" or "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and LLC (hereinafter "NewRüf") with offices located at 101 East Front Street #104 Hutto, TX 78634. Customer agrees to engage NewRüf as an independent contractor, to assist in providing certain operational goods/services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: 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. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. NewRüf Proposal/Contract; and
- B. This Williamson County Addendum.

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

H.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall

Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

III.

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

IV.

<u>Compliance with All Laws</u>: NewRüf agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Payment: NewRüf will be compensated as set forth in the NewRüf Proposal/Contract, which is incorporated herein as if copied in full.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

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

VII.

Right to Audit: NewRüf agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of NewRüf which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. NewRüf agrees that Customer shall have access during normal working hours to all necessary NewRüf facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give NewRüf reasonable advance notice of intended audits. In no circumstances will NewRüf be required to create or maintain documents not kept in the ordinary course of NewRüf' business operations, nor will NewRüf be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VIII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract. The parties expressly agree and acknowledge that Customer does not agree to arbitration.

IX.

<u>Venue and Governing Law</u>: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

X.

<u>Texas Law Applicable to Indemnification</u>: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

XI.

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

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

NEWRÜF:

Bill Gravell (Jul 27, 2021 15:52 CDT)

Authorized Signature
Date: Jul 27, 2021 , 2021

Authorized Signature
Date: 7

NEWRUF.com ROOFING AND RESTORATION • GENERAL CONTRACTOR

CONTINGENCY/CONSTRUCTION CONTRACT







101 E. Front St., #104 Hutto, Texas 78634 Office...512.642.6005 Fax.....512.642.5566

Owner's Name: Paul Swisher	Owner's Address: 1800 County Ros	nd 424	www.NewRuf.com Info@NewRuf.com	
Owner's City, State, Zip: Thrall, Tx 76578	Owner's Phone: 512-943-3695	Owner's Alt. Phone: 512-639-0827		
Project Name & Address:		0.12 000 0027	Customer Email	
Williamson County Wireles	lco.org			
I/WE, the Owner(s) of the premises des materials and labor necessary to improv — RCV Claim Value, Supplements, Retail Scope of Work: See Mate a. Description of any areas that will NO	e the above premises according to to Owner & Code Upgrades rial Spec Sheet	the following terms, specifica	tions and provisions:	Insurance Claim: Yes No Type:
b. PAYMENT TERMS (Choose One):				7
General Scope/Improvements: any tax. This sum is for the labor inclusive estimate of damages to unforseen circumstances, upon or modifying the original scope of	he property as determined by contractor will perform the work as a quipment, and materials describe this property. The contract sum is a summer by the insurance co, if applied work, or by Contractor undertaking SPECIFICATIONS MAY BE CONTINUED Comm the above work, (subject to any	described in this Agreement of the Scope of Work only, subject to changes due to increable, of a supplement, execute g performance of any added/	and should not be const reases in material pricin rtion of a written Chang changed work.	trued as an all- ig or other ge Order enlarging
Total Sum of \$ 6.763.27 (tax exe	mpt)	Down Payment (if any) \$ N	/A	
PAYMENT DUE WHEN	AMOUNT	PAYMENTS TO BE MADE		
1. Upon completion -	\$6,763.27	1.		
2. 3.		2.	····	
4.		J.		
Texas law requires a person insured unviolation of Texas law for a seller of good claim to knowingly allow the insured person of the contractor agree that by pro-	ids or services who reasonably expersion to fall to pay, or assist the insurviding information to Owner's insur-	ects to be paid wholly or part ured person's failure to pay, a note Carrier, Contractor is pro	ly from the proceeds on the applicable insurance oviding a valuable service	f a property insurance be deductible. ce to Owner including: (1
Meetings with the field adjuster; (2) Inspection of the section of	ecting your property for damage; as the adjuster. BECAUSE CONTRACTO N AND RECEIVING FUNDS FROM THE PERSON OR ENTITY PERFORM ANY VILL BE COMPLETED BY SAME. X.NA	nd (3) Assisting Owner in rest OR CAN ONLY RECOUP THE O E INSURANCE COMPANY FOR OF THE WORK INCLUDED IN	oring their property by OSTS OF THIS VALUABL THIS WORK, INSURED E I'HIS CLAIM AND THAT	providing photos, E SERVICE THROUGH EXPRESSLY AGREES THAT ALL WORK WILL BE THE
This proposal or portions of this proposa Owner's damages made the subject of the THIRD BUSINESS DAY AFTER THE DATE (RIGHT (For Residential Properties Only). Agreement and entities Contractor to da provide deductible and ACV check, enter Additional Provisions Of This Contract A "Arbitration of Disputes" provision on p	is contract. YOU, THE BUYER, MAY OF THIS TRANSACTION. SEE THE AT After the right to cancel has passed mages equal to 20% of the total doll supplementing process and move for re On The Reverse Side And/Or Mar	CANCEL THIS TRANSACTION TACHED NOTICE OF CANCELI, any attempt to terminate the contract are amount of the contract are present with 60 years of the continued on Subsequence of the continued	AT ANY TIME PRIOR T ATION FORM FOR AN his Agreement is a mate d/or scope of work. Pro days of insurance coment Pages (see page num	O MIDNIGHT OF THE EXPLANATION OF THIS erial breach of this operty owner agrees to apany approval.
approved and accepted (owner	7/15/24	approved and a	ccepted (owner)	date

- 1. General Contractor. The Company is the general contractor and is therefore entitled to recover 10% overhead and 10% profit on the entire project.
- 2. Full Payment: Payment to be made in full per finished trade.
- 3. Insurance Proceeds: As applicable, Customer agrees to hold any and all insurance proceeds for the labor and materials involved in trust for NewRuf, LLC, to be paid to NewRuf, LLC when due, and that Customer will not hold or use such insurance proceeds for any other purpose. Any holding or use of such insurance proceeds for any other purpose shall constitute not only a breach of trust but also theft. Customer agrees and represents that Customer will not modify or terminate any insurance coverage which would otherwise apply to the labor and materials involved. If permitted by the insurance policy involved, or if consent is obtained from the insurer, Customer agrees to assign such insurance proceeds to NewRuf, LLC, and/or to authorize direct payment of such insurance proceeds to NewRuf, LLC.
- 4. Commencement and Completion of Work: Substantial commencement of work shall mean either the physical delivery of materials onto the premises or the performance of any labor and shall be subject to any permissible delays as per provision (8) below.
- 5. Acceptance: This contract is approved and accepted. I (we) understand there are no oral agreements or understandings between the parties of this agreement. The written terms, provisions, plans (if any) and specifications in this contract together comprise the entire agreement between the parties subject to changes for work performed outside the base contract, including code upgrades, owner changes, and required repairs which insurance refuses to cover.
- 6. In the event the repairs to be performed are covered by insurance, Owner hereby appoints, directs, and authorizes Contractor to contact Owner's insurance company to discuss matters relative to the technical aspects of the restoration and renovation of damages sustained at the Property. Owner represents that a claim has been filed with their insurance company, and that the insurance company will respond to losses through the policy number and/or claim number shown above. If Owner has not yet filed a claim, then Owner will file a claim with their insurance company as soon as possible and will provide Contractor with all necessary claim information. All servicing responsibilities relating ONLY to the technical aspects of restoring your property will be handled by Contractor and Owner Understands that Contractor CANNOT and DOES NOT act as a Public Insurance Adjuster, Owner agrees that Contractor will be paid the replacement cost value, including general contractor overhead and profit, that Owner and Owner's insurance company agree upon for the work necessitated by the above-mentioned claim. Contractor agrees to perform all construction work and to furnish all labor and materials, at least equal to and based upon the damage estimate, including general contractor overhead and profit, which the Owner and the Insurance Carrier have previously agreed upon. Contractor agrees that all work will be completed in a professional manner according to industry standard practices. Contractor agrees that Owner has the final choice of which actual type of material and labor is used in each stage of the work. Alterations, deviations, or upgrades from the Insurance Carrier's settlement, including any non-covered additional work that is necessary or is required by the local building department to bring items "up to code", will be an extra cost over and above the Insurance settlement and will be Owner's responsibility to pay. All checks issued by the Insurance Carrier and/or Mortgage Company in payment for the services provided by Contractor shall be done as a "joint check" listing Contractor and Owner as co-payees. Owner agrees to release all monies allotted by the Insurance carrier for each stage of the work completed including all approved supplements. Owner agrees to provide all necessary documentation needed to facilitate payment from the insurance Carrier and/or Mortgage Company. CONTRACTOR AGREES THAT THE TOTAL OUT-OF-POCKET EXPENSES OF OWNER WILL NOT EXCEED THEIR INSURANCE POLICY DEDUCTIBLE FOR THE SCOPE OF WORK AGREED UPON BETWEEN OWNER AND THEIR INSURANCE CARRIER INCLUSIVE OF GENERAL CONTRACTOR OVERHEAD AND PROFIT, UNLESS OWNER CHOOSES TO ALTER, DEVIATE OR UPGRADE FROM THE INSURANCE CARRIER'S SETTLEMENT, OR UNLESS NON-COVERED, ADDITIONAL WORK IS NECESSARY OR IS REQUIRED BY THE LOCAL BUILDING DEPARTMENT TO BRING ITEMS "UP TO CODE". CONTRACTOR RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT SHOULD THE INSURANCE COMPANY REFUSE TO APPROVE A SCOPE OF WORK DEEMED BY CONTRACTOR AS NOT SUFFICIENT TO PROPERLY DO
- 7. Change Orders. Should Owner, construction lender, or any government body or inspector require any modification to the work covered under this proposal/contract, any cost incurred by Contractor shall be added to the contract price as extra work and Owner agrees to pay Contractor his normal selling price for such extra work. All extra work as well as any other modifications to the original proposal/contract shall be specified and approved by both parties prior to commencing work. Contractor reserves the right to require a written change order prior to commencing such work. All change orders shall become a part of this proposal/contract and shall be incorporated herein.
- 8. Delay. Contractor shall not be held responsible for any damage occasioned by delays resulting from: work done by Owner's subcontractors, extra work, acts of owner or owner's agent including failure of owner to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, fire, strike, war, governmental regulations, or any other contingencies unforeseen by, or beyond, Contractor's reasonable control. The expected completion date is understood to be a good faith estimate and is subject to availability of materials and any Act of God events.
- 9. Cleanup & Advertising. Upon completion, and after removing all debris and surplus materials, whenever possible Contractor will leave premises in a neat, broom clean condition. Owner hereby grants to Contractor the right to display signs at the job site for the period of time starting at the date of signing of this contract and continuing uninterrupted until fourteen (14) days past the date the job is completed and payment in full has been made, whichever occurs later. Owner grants Contractor the right to publish the project street address on a "references" list and to take and use "before" and "after" photos, video testimonials and reviews which may be given to prospective customers.
- 10. Unanticipated Conditions & Concealed Damage. Expense incurred because of unusual or unanticipated conditions shall be paid for by owner as extra work (conditions such as, but not limited to, rotten fascia, rotten decking, pre-existing deficiencies in construction techniques, A/C lines run too close to decking, no rebar in driveways, improperly nailed decking). Contractor will endeavor to inform Owner of any dry rot or other deterioration or unanticipated condition which is concealed and is discovered prior to performance of Contractor's work, but reserves the right to perform such work upon discovery and any work done by Contractor shall be chargeable to Owner as extra work.

- 10.a. Replacement of deteriorated decking: If more than 2 Sheets are needed, Owner will be charged for therefore, with payment due upon the project completion.
- 10.b. The Company is not responsible for damages below the roof due to leaks at any time during the construction process, or thereafter.

 10.c. The Company is not responsible for the cost of repairs of minor scratches and denting of gutters, oil droplets in driveways, fractures in concrete, displaced antenna & satellite, cracked, chipped or peeling paint, nail pops, or dents to aluminum siding and damaged flowers, or minor broken branches on plants, trees and shrubbery caused by normal construction operations.
- 11. Hazardous Substances: Owner understands that Contractor is not qualified or licensed as an inspector or abatement contractor for Hazardous Materials (as defined by the government). Should a hazardous substance be suspected to be present, it is the Owner's responsibility to arrange and pay for inspection & abatement.
- 12. Collection & Legal Fees. Owner agrees to pay all collection fees and charges that result should Owner default in meeting Owner's payment obligations under this contract. Overdue accounts are subject to interest charged at the rate of 18% per annum or at the highest rate allowed by law. If this contract is placed in the hands of an attorney for collection, Customer is
- liable for all attorney's fees and court/arbitration costs and fees.

 12.a. Mechanic's or Constitutional Lien. Should default be made in payment of this contract, a Mechanic's or Constitutional Lien.
- 12.a. Mechanic's or Constitutional Lien. Should default be made in payment of this contract, a Mechanic's or Constitutional Lien Affidavit will be filed against the property.
- 13. Arbitration of Disputes. Any controversy or claim arising out of or relating to this proposal/contract, or the breach thereof, shall be settled by arbitration in accordance with the applicable Construction industry Arbitration Rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall award reasonable attorney fees and expenses to the prevailing party. Notwithstanding Contractor's right to arbitrate, Contractor does not waive any of its lien rights. Venue for arbitration hearings shall be the project county unless otherwise agreed to by the parties.

NOTICE: By initialing in the space below you are agreeing to have any dispute arising out of the matters included in the "arbitration of disputes" provision decided by neutral arbitration as provided by law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the "arbitration of disputes" provision to neutral arbitration. I Agree to Arbitration: X

- 14. There are no representations, oral or written, other than those set forth herein and this Agreement cannot be cancelled except by mutual written agreement of all parties. If the Agreement is subsequently cancelled without Contractor's consent, Owner agrees to pay Contractor a termination fee equal to 20% of the Contract price. Owner acknowledges that Contractor is not a Public Insurance Adjuster and is not providing or offering to provide any Public Insurance Adjusting Services in connection with this Contract.

 15. Acceptance of late or partial payments (regardless of any purported limitations such as 'Pald in Full', 'Accord and Satisfaction', or similar) will not waive, limit, or prejudice Contractor's right to collect any amounts due.
- 16. Supplementing. Owner authorizes Contractor to perform a comprehensive evaluation of all scopes of work previously prepared for this Project and to request supplemental items of work from Owner and Owner's insurance company which Contractor reasonably believes are required to return the Property to its pre-damage condition Owner agrees to cooperate with Contractor in securing the funds Contractor believes are reasonably required to perform its work at the Property. Owner agrees that any sums obtained by Owner, whether through litigation, public insurance adjuster or appraisal, shall first be applied to payment for the maximum identified scope of work developed on Owner's behalf, up to Owner's recovery, however obtained. In the event the value of Contractor's work cannot be easily ascertained, it shall be the value of the work as reflected in the Xactimate pricing software in effect at the time this Agreement is entered into or the Work is commenced, whichever is later. In the event insurance denies Owner's claim, this Agreement is voidable at the option of Contractor. Customer agrees that these supplements shall be paid directly to the Company.
- 17. Plans, Specifications, Permits and Fees. The work described in this proposal/contract shall be done according to the plans and the plan specifications (if any) except in the case of conflict when the provisions of this contract shall have control over both the plans and the plan specifications. All required building permits will be paid for by owner and obtained by Contractor. All other charges, taxes, assessments, fees, etc., of any kind required by any government body, telephone, utility company or the like shall be paid by Owner..

 18. ALL excess materials remain the property of the Company.
- 19. "Full Scope Of Insurance Proceeds" shall be defined as the full RCV price for the repairs and replacement allowed by the insurance company (including any supplements) together with all overhead and profit.
- 20. If any provisions of this contract shall be held to be invalid or unenforceable, it shall be modified to the minimum extent necessary to render it enforceable. If it cannot be so modified, it shall be deemed stricken from this agreement and the remaining provisions shall remain in full force and effect.
- 21. Labor Warranty. Labor Warranty does not cover damages to the roof caused by lightning, winds greater than 40 mph, hurricanes, tornadoes, hailstorm impacts, failure or cracking of the roof's deck, walls, foundation, impacts of foreign objects or other events and powers that may damage the roof. Said Warranty cannot be assigned, is not transferable, and is void if any other contractor alters Contractor's Work. All restocked material is subject to a 10% restocking fee. All work and material delivered to the Property, whether or not incorporated therein, remain Contractor's property until paid for. All unused materials remain Contractor's property.
- 22. Owner appoints Contractor as Owner's ATTORNEY-IN-FACT for the sole purpose of communicating directly with Owner's insurance and/or Mortgage Company regarding recommended supplements to the project scope/pricing and status of payment for Contractor's Work. Owner agrees to aid in collection of all monies due Contractor by executing any necessary paperwork and/or communicating with insurance company and/or Mortgage Company. Owner agrees that any disbursement of funds from Owner's insurance or mortgage company(ies) shall include Contractor as a payee, and that Contractor may present a signed copy of this Contract, which shall be sufficient authority and direction to Owner's insurance or mortgage company to include Contractor as a payee in any payments made in settlement of Owner's claim, all of which shall be designated first to the maximum scope of work identified. Should amounts paid by insurance not be sufficient to pay the agreed price herein, Owner agrees to pay the difference to Contractor immediately upon demand.

 23. All warrantles are void if NOT paid in full.

- 24. Misc provisions: Owner acknowledges that Contractor may utilize subcontractors in the performance of this Agreement. No backcharge or claim against Contractor shall be valid except by written agreement. If Owner believes Contractor has failed to properly perform its work, Owner shall notify Contractor of such alleged default in a detailed writing and allow Contractor reasonable time of at least five full working days, to commence appropriate corrective measures (or demonstrate the absence of default) before incurring any cost chargeable to Owner.
- 25. IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose your legal ownership rights in your home. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.
- 26. This Agreement is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by Agreement, you must provide the notice required by Chapter 27 of the Texas Property Code to the Contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the Contractor, you must provide the Contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code (For Residential Properties Only).
- 27. Property Lines. Owner is responsible to locate and inform Contractor of the location of all property lines.



NewRuf LLC 101 East Front St 104 Hutto, TX 78634 www.newruf.com

INVOICE

Invoice Date: 00/0/0000

Invoice #
Project #

Desc./#: Wireless Communications, Williamson County - Insur

DATE DUE: 00/0/0000 (Due on Receipt)

Wireless Communications, Williamson County Attn: Williamson County Wireless Communications 1800 County Road 424 Thrall, TX 76578

Company Information NewRuf LLC 101 East Front St 104 Hutto, TX 78634 (512) 642-6005

<u>Site Address</u> 1800 County Road 424 Thrall, TX 76578

Items

Date	Item	Amount
06/09/21	Item, Install 360 sq ft of Fiberglass based single ply membrane emulsion roof system.	\$6,763.27
	Emergency Repair.	
		\$6,763.27

Payments

No payments recorded.

Total: \$6,763.27 **Balance Due:** \$6,763.27

Have questions or need support? Contact NewRuf LLC at accounting@newruf.com

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