



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 Baseball & Softball 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 amounts below set out below, being paid in accordance with the terms and conditions of this Agreement:

1. BASE Work as set out in Exhibit "A", the sum of **One Hundred Thirty-Three Thousand Five Hundred Fifty-Six and 40/100 Dollars (\$133,556.40)**;
2. Alternate #1 Work as set out in Exhibit "A", the sum of **Nineteen Thousand Eight Hundred Ninety-Seven and 53/100 (\$19,897.53)**; and
3. Alternate #2 Work as set out in Exhibit "A", the sum of **Thirty Thousand Six Hundred Twenty-Five and 76/100 (\$30,625.76)**.

GRAND TOTAL (BASE Work, Alternate #1 Work and Alternate #2 Work): One Hundred Eighty-Four Thousand Seventy-Nine and 69/100 (\$184,079.69)

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall include the scope set forth in the 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 Contract Documents.

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 Contract Documents, 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 Contract Documents, 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 Contract Documents. 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 Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents 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 Contract Documents; or

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

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 Contract Documents 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 Contract Documents.

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 Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, 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 Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents 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 Contract Documents 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 Contract Documents.
- 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 Contract Documents, 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 Contract Documents 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 Contract Documents. 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 Contract Documents.

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 Contract Documents 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 Contract Documents 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 Contract Documents 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 Contract Documents, (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.

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

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$250,000 Ea. Accident
Bodily Injury by Disease	\$250,000 Ea. Employee
Bodily Injury by Disease	\$250,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$500,000	\$500,000
Aggregate policy limits:	\$500,000	

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

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

Builder's Risk Insurance
(all risks)

An all-risks policy shall be 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 his 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:

1. 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.
2. 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 in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

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

6.5.3 Policies must include the following clauses, as applicable.

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

6.5.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers'

compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

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

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

6.5.7 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

ARTICLE 7 INDEMNITY:

7.1 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 OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, 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 Contract Documents. 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 Contract Documents.

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 Contract Documents.

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 Contract Documents.

ARTICLE 11 MISCELLANEOUS PROVISIONS:

11.1 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.

11.2 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.

11.3 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.

11.4 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.

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

11.6 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 known business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

11.7 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.

11.8 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.

11.9 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.

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

11.11 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.

11.12 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.

11.13 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the Project. This Agreement and each of its

provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

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

OWNER:

Williamson County, Texas,
a political subdivision of the state of Texas

By: Bill Gravell
Bill Gravell (Apr 25, 2023 15:12 CDT)

Printed Name: Bill Gravell

Title: County Judge

Date: Apr 25, 2023

CONTRACTOR:

Falkenberg Construction Company, Inc.

By: 

Printed Name: John E. Castro

Title: President

Date: 19 April 2023

Exhibit “A”

Article I.

Renovate men's and women's restroom at the County Southwest Regional Parks Baseball Softball Complex

BASE Scope of Work:

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
Cut out existing CMU block as needed and shore the temporary opening
Demo existing and install new solid plastic urinal screens in men's restroom
Demo existing mirrors and install new
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

Millwork/counters could be 8+ weeks lead time

RS Means		\$	132,958.09
Coefficient	0.98	\$	(2,659.16)
Subtotal		\$	130,298.93
Bond	2.50%	\$	3,257.47
TOTAL			\$133,556.40

One Hundred Thirty-Three Thousand Five Hundred Fifty-Six and 40/100 Dollars

Article II.

Alternate # 1

Power wash, clean and paint all walls and structural steal on the interior
Provide and install two(2) new doors, frames and hardware, finish as needed

RS Means		\$	19,808.39
Coefficient	0.98	\$	(396.17)
Subtotal		\$	19,412.22
Bond	2.50%	\$	485.31
TOTAL			\$19,897.53

Nineteen Thousand Eight Hundred Ninety-Seven and 53/100 Dollars

Article III.

Alternate # 2

Demo existing light fixtures within restrooms and
concession stand Provide and install new LED exterior light
fixtures
Demo existing drinking fountain and turn over to WilCo
Provide and install new drinking fountain 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

RS Means		\$	30,488.56
Coefficient	0.98	\$	(609.77)
Subtotal		\$	29,878.79
Bond	2.50%	\$	746.97
TOTAL			\$30,625.76

Thirty Thousand Six Hundred Twenty-Five and 76/100 Dollars

Grand Total: \$184,079.69
One Hundred Eighty-Four Thousand Seventy-Nine and 69/100 Dollars

Cost Estimate Report

Williamson County / Keith Geer

Date: 02/14/2023

Leander, Texas, 78641
3005 Co Rd 175

WilCo_Baseball Softball RR Interior Reno.

Year 2023 Quarter 1

Unit Detail Report

Prepared By: Triston Moore

FAUXENBERG 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.	20.00	Dwy	\$30.00	\$599.94
015626500100	Temporary fencing, chain link, 6' high, 11 ga	200.00	L.F.	\$8.58	\$1,716.00
017413200052	Cleaning up, cleanup of floor area, continuous, per day, during construction	20.00	M.S.F.	\$67.93	\$1,358.60
017413200100	Cleaning up, cleanup of floor area, final by GC at end of job	2.00	M.S.F.	\$52.89	\$105.78
Division 01 General Requirements Subtotal					\$3,860.32
Division 02 Existing Conditions					
024113301000	Minor site demolition, masonry walls, block, solid, excludes hauling	300.00	C.F.	\$3.78	\$1,134.00
024113304290	Minor site demolition, masonry pavers, excludes hauling, minimum labor/equipment charge	1.00	Job	\$371.19	\$371.19
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	4.00	Week	\$850.00	\$3,400.00
024119192040	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, hand carried, cost to be added to demolition cost	40.00	C.Y.	\$79.13	\$3,165.20
024119192080	Selective demolition, rubbish handling, haul and return, add per each extra 100' haul, hand carried, cost to be added to demolition cost	40.00	C.Y.	\$36.86	\$1,474.40
024119213000	Selective demolition, gutting, building interior, includes disposal, excludes dumpster fees, minimum labor/equipment charge	1.00	Job	\$915.71	\$915.71
028719200100	Infectious control protection, plastic sheeting, 6 mil, applied to floors, includes PPE	900.00	S.F.	\$0.35	\$315.00
Division 02 Existing Conditions Subtotal					\$10,775.50
Division 03 Concrete					

RSMeans data
from BORDIAN

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
030130620100	Patching concrete, floors, small area, regular grout, 1/4" thick	450.00	S.F.	\$3.89	\$1,750.50
030130629000	Patching concrete, minimum labor/equipment charge	1.00	Job	\$95.32	\$95.32
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	2.50	M.S.F.	\$1,525.46	\$3,813.65
038116500800	Concrete sawing, concrete walls, plain, per inch of depth, hydraulic saw	450.00	L.F.	\$8.93	\$4,018.50
038116500890	Selective demolition, concrete cutting, wall, minimum labor/equipment charge	1.00	Job	\$1,109.85	\$1,109.85
Division 03 Concrete Subtotal					\$10,787.82
Division 04 Masonry					
040120209000	Pointing masonry, minimum labor/equipment charge	1.00	Job	\$159.65	\$159.65
040120300300	Pointing masonry, cut and re-point block, hard mortar, running bond	90.00	S.F.	\$2.97	\$267.30
040120520200	Cleaning masonry, new construction, light construction dust, by chemical, brush and rinse, excludes scaffolding	90.00	S.F.	\$0.97	\$87.30
040120529000	Cleaning masonry, minimum labor/equipment charge	1.00	Job	\$966.89	\$966.89
040505109000	Selective demolition, masonry, minimum labor/equipment charge	1.00	Job	\$214.20	\$214.20
040513100100	Cement, masonry, 70 lb. Bag, truckload lots	10.00	Bag	\$13.92	\$139.20
040519260015	Masonry reinforcing bars, #3 and #4 reinforcing steel bars, placed horizontally, ASTM A615	200.00	Lb.	\$2.03	\$406.00
040519260050	Masonry reinforcing bars, #3 and #4 reinforcing steel bars, placed vertically, ASTM A615	200.00	Lb.	\$2.36	\$472.00
040519260700	Masonry reinforcing bars, ladder type steel joint reinforcing, mill standard galvanized, 8" wall, 9 ga. sides, 9 ga. ties	1.00	C.L.F.	\$43.53	\$43.53
042210102600	Concrete block, hollow, normal weight, 2000 psi, 8" x 8" x 16", includes material only	200.00	Ea.	\$2.11	\$422.00
Division 04 Masonry Subtotal					\$3,178.07
Division 06 Wood, Plastics and Composites					
060505201500	Selective demolition, millwork and trim, counter top, straight runs	30.00	L.F.	\$3.41	\$102.30
060505209000	Selective demolition, millwork and trim, minimum labor and equipment charge	1.00	Job	\$85.20	\$85.20
061110022780	2" x 8" miscellaneous wood blocking, to steel construction, per M.B.F.	1.00	M.B.F.	\$3,368.55	\$3,368.55
061110029000	Miscellaneous wood blocking, minimum labor/equipment charge	1.00	Job	\$105.83	\$105.83
Division 06 Wood, Plastics and Composites Subtotal					\$3,661.88
Division 07 Thermal and Moisture Protection					

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
079213204100	Joint sealants, caulking and sealants, silicone rubber, bulk	1.00	Gal.	\$108.83	\$108.83
Division 07 Thermal and Moisture Protection Subtotal					\$108.83
Division 08 Openings					
088313102500	Mirrors, stock sizes, one way transparent, bathroom, unframed, tempered, 1/4" thick	40.00	S.F.	\$26.23	\$1,049.20
Division 08 Openings Subtotal					\$1,049.20
Division 09 Finishes					
090505200600	Flooring demolition, composition, acrylic or epoxy	1,800.00	S.F.	\$1.74	\$3,132.00
090505209000	Flooring demolition, minimum labor/equipment charge	2.00	Job	\$86.85	\$173.70
090505303820	Walls and partitions demolition, toilet partitions, metal or plastic	9.00	Ea.	\$43.43	\$390.87
090505309000	Walls and partitions demolition, minimum labor/equipment charge	2.00	Job	\$86.85	\$173.70
096519239500	Flooring, minimum labor/equipment charge	1.00	Job	\$115.39	\$115.39
096723231500	Composition flooring, epoxy, heavy duty epoxy topping, 1/4" thick, 1,000 to 2,000 S.F.	1,900.00	S.F.	\$13.13	\$24,947.00
Division 09 Finishes Subtotal					\$28,932.66
Division 10 Specialties					
100505101105	Specialties demolition, demolition, mirror, wall mounted	6.00	Ea.	\$16.40	\$98.40
100505101910	Specialties demolition, toilet cubicles, remove	9.00	Ea.	\$123.00	\$1,107.00
100505101930	Urinal screen, remove	3.00	Ea.	\$41.00	\$123.00
102113135600	Urinal screen, floor mounted, stainless steel	2.00	Ea.	\$633.70	\$1,267.40
102113191760	Toilet cubicles, floor mounted, polymer plastic	9.00	Ea.	\$1,181.21	\$10,630.89
102113192100	Partitions, toilet, plastic, cubicles, floor mounted, for handicap units, add	3.00	Ea.	\$158.10	\$474.30
102113199000	Partitions, toilet, plastic, minimum labor/equipment charge	2.00	Job	\$244.36	\$488.72
102114169000	Toilet compartment components, plastic-laminate clad, minimum labor/equipment charge	2.00	Job	\$152.52	\$305.04
102114190130	Toilet compartment components, pilaster, floor anchored, polymer plastic, 7" wide x 70" high	8.00	Ea.	\$265.57	\$2,124.56
102114190310	Toilet compartment components, door, polymer plastic, 24" wide x 55" high	10.00	Ea.	\$504.27	\$5,042.70
102114190430	Toilet compartment components, headrail, for polymer plastic, 84" long	6.00	Ea.	\$59.46	\$356.76
102114199000	Toilet compartment components, plastic, minimum labor/equipment charge	1.00	Job	\$152.52	\$152.52
102223139000	Partitions, minimum labor/equipment charge	1.00	Job	\$405.90	\$405.90

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
102813134200	Toilet accessories, sanitary napkin/tampon dispenser recessed	2.00	Ea.	\$472.67	\$945.34
102813139000	Toilet accessories, minimum labor/equipment charge	1.00	Job	\$122.18	\$122.18
102813139996	Toilet accessories, installation only, grab bars, straight, satin finish, 2-1/2" diameter x 42" long	6.00	Ea.	\$34.03	\$204.18
Division 10 Specialties Subtotal					\$23,848.89
Division 12 Furnishings					
123661162100	Solid surface countertop, acrylic polymer, solid colors, pricing for orders of 1-50 LF, 25" wide	30.00	L.F.	\$149.96	\$4,498.80
123661163900	Solid surface countertop, acrylic polymer, sinks, single bowl, hard seamed, solid colors, pricing for orders of 1-50 units, 13" x 17"	4.00	Ea.	\$946.61	\$3,786.44
Division 12 Furnishings Subtotal					\$8,285.24
Division 22 Plumbing					
220505100760	Cleanouts and drains, up thru 4" diameter, selective demolition	12.00	Ea.	\$55.71	\$668.52
220505101220	Fixture, counter top lavatory, disconnect and remove	4.00	Ea.	\$69.49	\$277.96
220505101300	Fixture, sink, single compartment, selective demolition	8.00	Ea.	\$69.49	\$555.92
220505101420	Fixture, water closet, wall mounted, selective demolition	6.00	Ea.	\$79.50	\$477.00
220505101520	Fixture, urinal, wall mounted, selective demolition, includes 10' piping	2.00	Ea.	\$79.50	\$159.00
220505102162	Pipe, plastic, with fittings, 2" thru 3" diameter, selective demolition	120.00	L.F.	\$2.78	\$333.60
220505106100	Fixture, plumbing, remove and reset fixtures, difficult access	8.00	Ea.	\$138.97	\$1,111.76
220505109000	Plumbing, selective demolition, minimum labor/equipment charge	1.00	Job	\$278.57	\$278.57
220505109100	Valves or strainers and similar, metal, up thru 1-1/2" diameter, selective demolition	4.00	Ea.	\$20.03	\$80.12
220523201450	Valves, bronze, ball, 150 psi, 1/2", threaded or soldered	12.00	Ea.	\$51.30	\$615.60
221316601100	Traps, cast iron, service weight, running P trap, 2", excluding vent	4.00	Ea.	\$351.61	\$1,406.44
221316609000	Traps, minimum labor/equipment charge	2.00	Job	\$183.52	\$367.04
224139102290	Faucets/fittings, lavatory faucet, center set with single control lever handle, polished chrome, with pop-up drain	4.00	Ea.	\$411.56	\$1,646.24
224139109000	Faucets/fittings, minimum labor/equipment charge	1.00	Job	\$137.64	\$137.64
224213133100	Water closet, bowl only, wall hung, includes flush valve and seat	6.00	Ea.	\$1,432.67	\$8,596.02
224213133560	Water closet, gang back to back carrier system, rough-in, supply, waste and vent, for pair hook-up	3.00	Pair	\$4,540.83	\$13,622.49
224213139000	Water closet, minimum labor/equipment charge	1.00	Job	\$248.00	\$248.00
224213163300	Urinal, wall hung, rough-in, supply, waste and vent	2.00	Ea.	\$1,968.38	\$3,936.76
224213165000	Urinal, stall type, vitreous china, with self-closing valve	2.00	Ea.	\$1,603.50	\$3,207.00

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
224213169000	Urinal, minimum labor/equipment charge	2.00	Job	\$248.00	\$496.00
224216409000	Sink, minimum labor/equipment charge	1.00	Job	\$248.00	\$248.00
Division 22 Plumbing Subtotal					\$38,469.68
Subtotal					\$132,958.09
General Contractor's Markup on Subs				0.00%	\$0.00
Subtotal					\$132,958.09
General Conditions				0.00%	\$0.00
Subtotal					\$132,958.09
General Contractor's Overhead and Profit				0.00%	\$0.00
Grand Total					\$132,958.09

Cost Estimate Report

Williamson County / Keith Geer

Date: 02/13/2023

Leander, Texas, 78641
3005 Co Rd 175

WilCo_Baseball Softball RR Interior Reno.

Year: 2023 Quarter 1

Unit Detail Report

Prepared By: Triston Moore

FAUKENBERG CONSTRUCTION CO

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 02 Existing Conditions					
028719200140	Infectious control protection, tempered hardboard, 1/8", floor covering, includes PPE	900.00	S.F.	\$1.93	\$1,737.00
Division 02 Existing Conditions Subtotal					\$1,737.00
Division 08 Openings					
080111101130	Door & window maintenance, install door	2.00	Ea.	\$61.90	\$123.80
080505100202	Door demolition, exterior door, single, 3' - 6" x 7' high, 1-3/4" thick, remove	2.00	Ea.	\$27.15	\$54.30
080505102000	Door demolition, door frames, metal, remove	2.00	Ea.	\$50.50	\$101.00
080505102205	Door demolition, door hardware, remove	2.00	Ea.	\$8.85	\$17.70
080505109000	Door demolition, minimum labor/equipment charge	1.00	Job	\$101.00	\$101.00
081213131000	Frames, steel, knock down, hollow metal, single, 16 ga., up to 4-7/8" deep, 3'-0" x 7'-0"	2.00	Ea.	\$308.09	\$616.18
081213139000	Frames, hollow metal, minimum labor/equipment charge	1.00	Job	\$99.88	\$99.88
081313130100	Doors, hollow metal, commercial, steel, flush, full panel, hollow core, 1-3/8" thick, 20 ga., 3'-0" x 7'-0"	2.00	Ea.	\$369.68	\$739.36
087120152600	Door hardware, school, single, classroom, ANSI F88, complete set incl. lever	2.00	Door	\$1,023.80	\$2,047.60
087120301520	Door hardware, door closer, rack and pinion, backcheck, overhead concealed, all sizes, regular arm	2.00	Ea.	\$456.56	\$913.12
087120411420	Door hardware, deadbolt lock, single cylinder	2.00	Ea.	\$165.13	\$330.26
087120950040	Door hardware, kick plate, stainless steel, .05", 16 ga, 6" x 34"	2.00	Ea.	\$92.29	\$184.58
Division 08 Openings Subtotal					\$5,328.78

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 09 Finishes					
090190930670	Surface preparation, exterior, siding, scrape & sand, Texture 1-11, heavy	2,400.00	S.F.	\$1.01	\$2,424.00
090190940750	Surface preparation, interior, walls, wash, masonry, brick & block, smooth	2,400.00	S.F.	\$0.13	\$312.00
090190949010	Surface preparation, interior, minimum labor/equipment charge	1.00	Job	\$121.01	\$121.01
099113601800	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	1,500.00	S.F.	\$0.67	\$1,005.00
099113601800	Paints & coatings, siding, exterior, for work over 128#39; h, from pipe scaffolding, add	1.00	S.F.	\$0.07	\$108.00
099113609000	Paints & coatings, siding, exterior, minimum labor/equipment charge	1.00	Job	\$155.61	\$155.61
099113700350	Paints & coatings, exterior doors, panel, both sides, roll & brush, finish coat, exterior latex, incl. frame & trim	2.00	Ea.	\$64.32	\$128.64
099113900420	Paints & coatings, walls, concrete masonry units (CMU), smooth surface, second coat, latex, roller	4,500.00	S.F.	\$0.24	\$1,080.00
099113900540	Paints & coatings, walls, concrete masonry units (CMU), porous, first coat, latex, roller	4,500.00	S.F.	\$0.32	\$1,440.00
099710100200	Paints & coatings, exterior alkyd (oil base), flat, in 5 gallon lots	30.00	Gal.	\$87.16	\$2,614.80
099710100400	Paints & coatings, exterior alkyd (oil base), primer, in 5 gallon lots	5.00	Gal.	\$48.11	\$240.55
099710101000	Paints & coatings, exterior latex, semi-gloss, in 5 gallon lots	50.00	Gal.	\$62.26	\$3,113.00
Division 09 Finishes Subtotal					\$12,742.61
Subtotal					\$19,808.39
General Contractor's Markup on Subs				0.00%	\$0.00
Subtotal					\$19,808.39
General Conditions				0.00%	\$0.00
Subtotal					\$19,808.39
General Contractor's Overhead and Profit				0.00%	\$0.00
Grand Total					\$19,808.39

Cost Estimate Report

Williamson County / Keith Geer

Date: 02/14/2023

Leander, Texas, 78641
3005 Co Rd 175

WilCo_Baseball Softball RR Interior Reno.

Year 2023 Quarter 1

Unit Detail Report

Prepared By: Triston Moore FALKENBERG CONSTRUCTION CO

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 02 Existing Conditions					
024113301000	Minor site demolition, masonry walls, block, solid, excludes hauling	100.00	C.F.	\$3.78	\$378.00
028719200140	Infectious control protection, tempered hardboard, 1/8", floor covering, includes PPE	1,200.00	S.F.	\$1.92	\$2,304.00
Division 02 Existing Conditions Subtotal					\$2,682.00
Division 03 Concrete					
030130620100	Patching concrete, floors, small area, regular grout, 1/4" thick	100.00	S.F.	\$3.89	\$389.00
030130629000	Patching concrete, minimum labor/equipment charge	1.00	Job	\$95.32	\$95.32
038116500890	Selective demolition, concrete cutting, wall, minimum labor/equipment charge	1.00	Job	\$1,109.85	\$1,109.85
Division 03 Concrete Subtotal					\$1,594.17
Division 04 Masonry					
040120520240	Cleaning masonry, new construction, heavy construction dust, drips or stains, by chemical, brush and rinse, excludes scaffolding	100.00	S.F.	\$1.64	\$164.00
040120529000	Cleaning masonry, minimum labor/equipment charge	1.00	Job	\$966.89	\$966.89
040505109000	Selective demolition, masonry, minimum labor/equipment charge	1.00	Job	\$214.20	\$214.20
040513100100	Cement, masonry, 70 lb. Bag, truckload lots	10.00	Bag	\$13.92	\$139.20
Division 04 Masonry Subtotal					\$1,484.29
Division 06 Wood, Plastics and Composites					
061110029000	Miscellaneous wood blocking, minimum labor/equipment charge	1.00	Job	\$105.83	\$105.83

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 06	Wood, Plastics and Composites Subtotal				\$105.83
Division 22	Plumbing				
220505109000	Plumbing, selective demolition, minimum labor/equipment charge	2.00	Job	\$278.57	\$557.14
224713103960	Drinking fountain, wall mounted, non-recessed, vitreous china, single bubbles, for connection to cold water supply, for freeze-proof valve system, add	1.00	Ea.	\$1,976.25	\$1,976.25
224713103980	Drinking fountain, wall mounted, non-recessed, for connection to cold water supply, for rough-in, supply and waste, add	1.00	Ea.	\$999.45	\$999.45
224713109000	Drinking fountain, minimum labor/equipment charge	1.00	Job	\$275.90	\$275.90
Division 22	Plumbing Subtotal				\$3,808.74
Division 26	Electrical				
260505102620	Incandescent fixtures, exterior, 100 Watt, electrical demolition, remove, wall mount	4.00	Ea.	\$19.34	\$77.36
265113509000	Interior lighting fixtures, minimum labor/equip charge	1.00	Job	\$161.74	\$161.74
265623550110	Exterior LED fixture, wall mounted, indoor/outdoor, 32 watt, ind lamps	4.00	Ea.	\$539.59	\$2,158.36
265623550420	Exterior LED fixture, wall pack, poly w/photocell, 50 watt, ind lamps	18.00	Ea.	\$1,015.92	\$18,286.56
265633109000	Exterior fixtures, minimum labor/equipment charge	1.00	Job	\$129.51	\$129.51
Division 26	Electrical Subtotal				\$20,813.53
Subtotal					\$30,488.56
General Contractor's Markup on Subs				0.00%	\$0.00
Subtotal					\$30,488.56
General Conditions				0.00%	\$0.00
Subtotal					\$30,488.56
General Contractor's Overhead and Profit				0.00%	\$0.00
Grand Total					\$30,488.56