

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PRETE PLAZA RESTROOM PROJECT
WITH
FALKENBERG CONSTRUCTION CO., INC.**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

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KNOW ALL BY THESE PRESENTS:

THAT THIS AGREEMENT for construction services (Prete Plaza Restroom Project), and for related goods (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2021 by and between the **CITY OF ROUND ROCK**, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as "Owner" or "City"), and **FALKENBERG CONSTRUCTION CO., INC.**, whose address is 4850 Samuel Boulevard, Mesquite, Texas 75149 (referred to herein as "Contractor").

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

ARTICLE 1: THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement, Scope of Work (referred to herein as "Work" and "Cost of Work" and attached as Exhibit "A"), and any Modifications issued after the execution of this Agreement. Said Exhibit "A" shall be incorporated herein by reference for all purposes. The Agreement and Exhibits shall form the Contract, and said Exhibits are as fully a part of the Contract as if repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes any prior negotiations, representations or agreements, either written or oral.

ARTICLE 2: PROCUREMENT OF CONTRACT

The City is a member of the BuyBoard Cooperative Purchasing Program ("BuyBoard") and Contractor is an approved BuyBoard vendor through BuyBoard Contract No. 558-18.

ARTICLE 3: THE WORK OF THIS CONTRACT

Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 4: DATE OF COMMENCEMENT; COMPLETION.

4.1 Commencement. The date of the commencement of the Work shall be the effective date of this Agreement. Effective date of the Agreement is defined as the date upon which the binding signatures of both parties to this Agreement are affixed.

4.2 Completion. The Agreement shall terminate upon successful completion of the Work.

ARTICLE 5: CONTRACT SUM

Owner shall pay Contractor the Contract Sum in current funds for Contractor's performance of the Contract. The Contract Sum shall be **One Hundred Eighty-One Thousand Nine Hundred Eighty and 07/100 Dollars (\$181,980.07)** as set forth in Exhibit "A."

ARTICLE 6: PAYMENTS

6.1 Applications for Payment. Based upon Applications for payment submitted to Owner by Contractor, Owner shall make progress payments on account of the Contract Sum to Contractor as provided below.

6.1.1 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

6.1.2 Provided that an Application for Payment is received and accepted by Owner not later than the tenth (10th) day of a month, Owner shall make payment to the Contractor not later than the tenth (10th) day of the next month. If an Application for payment is received by received by Owner after the application date fixed above, payment shall be made by Owner not later than one month after the Owner receives and accepts the Application for Payment.

6.1.3 Each Application for Payment shall be based on the most recent schedule of values submitted by Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as Owner may require. This Schedule, unless objected to by the Owner, shall be used as a basis for reviewing Contractor's Applications for Payment.

6.1.4 Applications for Payment shall warrant the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

6.1.5 Except with Owner's prior written approval, Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

6.2 Final Payment.

6.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by Owner to Contractor when Contractor has fully performed the Contract except for Contractor's responsibility to correct Work, and to satisfy other requirements, if any, which extend beyond final payment.

6.2.2 Owner's final payment to Contractor shall be made no later than thirty (30) days after the Work is fully performed to the acceptance of the Owner. In no event shall final payment be required to be made prior to thirty (30) days after all Work on the Contract has been fully performed. Defects in the Work discovered prior to final payment shall be treated as non-conforming Work and shall be corrected by Contractor prior to final payment, and shall not be treated as warranty items.

ARTICLE 7: INSURANCE

7.1. Insurance Companies.

7.1.1 All insurance required by the Contract Documents shall be obtained from solvent surety or insurance companies that are duly licensed by the State of Texas and authorized to issue insurance policies for the limits and coverages required by the Contract Documents.

7.2 Workers' Compensation Insurance Coverage.

7.2.1 Definitions:

.1 Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project. Contractor's Certificate is attached as Exhibit "B" to this Contract and is incorporated herein by reference for all purposes.

.2 Duration of the Project - includes the time from the beginning of the Work on the Project until the Contractor's/ person's Work on the Project has been completed and accepted by the Owner.

.3 Persons providing services on the Project ("subcontractor" herein) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, by way of illustration and not of limitation, independent contractors, Subcontractors, leasing companies, motor carriers, owner-operators,

employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

7.2.2 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, Section 401.011(44) for all employees of Contractor providing services on the Project, for the duration of the Project.

7.2.3 Owner will not execute the Contract prior to Contractor providing all required certificates of coverage.

7.2.4 If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the Project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with Owner showing that coverage has been extended.

7.2.5 Owner shall obtain from each person providing services on the Project, and provide to Owner:

.1 A certificate of coverage, prior to that person beginning Work on the Project, so Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

.2 No later than seven (7) days after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

7.2.6 Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

7.2.7 Contractor shall notify Owner in writing by certified mail or personal delivery within ten (10) days after Contractor knew or should have known of any change that materially affects the provision of coverage of any person providing services on the Project.

7.2.8 Contractor shall post at its office or on each Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

7.2.9 Contractor shall contractually require each person with whom it contracts to provide services on a Project to:

.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project.

.2 Provide to Contractor, prior to that person beginning Work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project.

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

.4 Obtain from each other person with whom it contracts, and provide to Contractor:

a) a certificate of coverage, prior to the other person beginning Work on the Project; and

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

.5 Retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter.

.6 Notify Owner in writing by certified mail or personal delivery within ten (10) days after the person knew or should have known of any change that materially affects the provision of coverage of any person providing services on the Project.

.7 Contractually require each person with whom it contracts, to perform as required by paragraphs 5.2.9.1 - 5.2.9.7, with the certificates of coverage to be provided to the person for whom they are providing services.

7.2.10 By signing this Contract or providing or causing to be provided a certificate of coverage, Contractor is representing to Owner that all employees of Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading

information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

7.3 Contractor Insurance Requirements.

7.3.1 General Requirements:

.1 Contractor shall carry insurance in the types and amounts indicated below for the duration of the Contract, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction and warranty period.

.2 Contractor must complete and forward the required Certificates of Insurance to Owner before the Contract is executed as verification of coverage required below. Contractor shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by Owner. Approval of insurance by Owner shall not relieve or decrease the liability of Contractor hereunder and shall not be construed to be a limitation of liability on the part of Contractor. Contractor must also complete and forward the required Certificates of Insurance to Owner whenever a previously identified policy period has expired as verification of continuing coverage.

.3 Contractor's insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better, except for hazardous material insurance which shall be written by companies with A.M. Best ratings of A- or better.

.4 All endorsements naming Owner as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall indicate: City of Round Rock, 221 E. Main St., Round Rock, Texas 78664.

.5 The "other" insurance clause shall not apply to Owner where Owner is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both Owner and Contractor, shall be considered primary coverage as applicable.

.6 If insurance policies are not written for amounts specified below, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts

specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

.7 Owner shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto 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 regulations binding upon either of the parties hereto or the underwriter on any such policies.

.8 Owner reserves the right to review the insurance requirements set forth during the effective period of this Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by Owner based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as Contractor.

.9 Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

.10 Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

.11 Contractor shall provide Owner thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

.12 If Owner-owned property is being transported or stored off-site by Contractor, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect Owner's property.

.13 The insurance coverages required under this contract are required minimums and are not intended to limit the responsibility or liability of Contractor.

7.3.2 Business Automobile Liability Insurance.

.1 Contractor shall provide coverage for all owned, non-owned and hired vehicles. The policy shall contain the following endorsements in favor of Owner:

- a) Waiver of Subrogation endorsement TE 2046A;
- b) 30-day Notice of Cancellation endorsement TE 0202A; and

c) Additional Insured endorsement TE 9901 B.

.2 Contractor shall provide coverage in the following types and amounts: A minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability each accident.

7.3.3 Workers' Compensation and Employers' Liability Insurance.

.1 Contractor's coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401). Contractor shall assure compliance with this Statute by submitting two (2) copies of a standard certificate of coverage (e.g. ACCORD form) to Owner's Representative for every person providing services on the Project as acceptable proof of coverage. The required Certificate of Insurance must be presented as evidence of coverage for Contractor. Workers' Compensation Insurance coverage written by the Texas Workers Compensation Fund is acceptable to Owner. Contractor's policy shall apply to the State of Texas and include these endorsements in favor of Owner:

a) Waiver of Subrogation, form WC 420304; and

b) 30-day Notice of Cancellation, form WC 420601.

.2 The minimum policy limits for Employers' Liability Insurance coverage shall be as follows: \$100,000 bodily injury per accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

7.3.4 Commercial General Liability Insurance.

.1 Contractor's policy shall contain the following provisions:

a) Blanket contractual liability coverage for liability assumed under the Contract and all contracts relative to this Project.

b) Completed Operations/Products Liability for the duration of the warranty period.

c) Explosion, Collapse and Underground (X, C & U) coverage.

d) Independent Contractors coverage.

e) Aggregate limits of insurance per project, endorsement CG 2503.

f) Owner listed as an additional insured, endorsement CG 2010.

g) Thirty (30) day notice of cancellation in favor of OWNER, endorsement CG 0205.

h) Waiver of Transfer of Recovery Against Others in favor of OWNER, endorsement CG 2404.

- .2 Contractor's Policy shall provide coverages a) and b) with minimum limits as follows: A combined bodily injury and property damage limit of \$500,000 per occurrence.

ARTICLE 8: TERMINATION AND SUSPENSION

8.1 Owner has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Contractor.

8.2 In the event of any default Contractor, Owner has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Contractor.

8.3 Contractor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by Owner, or by mutual agreement to terminate evidenced in writing by and between the parties.

8.4 In the event Owner terminates pursuant to 7.1 or 7.2 above, the following shall apply: Upon Owner's delivery of the referenced notice to Contractor, Contractor shall discontinue all Work in connection with the performance of this Agreement and shall proceed to cancel promptly all Work insofar as such Work is chargeable to this Agreement. Within thirty (30) days after such notice of termination, Contractor shall submit a statement showing in detail the Work satisfactorily performed under this Agreement to the date of termination. Owner shall then pay Contractor that portion of the charges, if undisputed. The parties agree that Contractor is not entitled to compensation for Work it would have performed under the remaining term of the Agreement except as provided herein.

ARTICLE 9: MISCELLANEOUS PROVISIONS

9.1 Where reference is made in this Agreement to a provision of any document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

9.2 Owner's representative is: Eric Dady
Superintendent – Building Construction
212 Commerce Cove
Round Rock, Texas 76664
(512) 218-5472
edady@roundrocktexas.gov

Contractor's representative: John Castro
Falkenberg Construction Co., Inc.
4850 Samuell Boulevard
Mesquite, Texas 75149

9.3 Neither Owner's representative nor Contractor's representative shall be changed without ten (10) days' written notice to the other party.

9.4 Waiver of any breach of this Agreement shall not constitute waive of any subsequent breach.

9.5 Although this Agreement, is drawn by Owner, both parties hereto expressly agree and assert that, in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for not against either party.

9.6 This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms and conditions herein, exclusive venue for same shall lie in Coryell County, Texas. This Agreement shall be governed by and in accordance with the laws and court decisions of the State of Texas.

9.7 Both parties hereby expressly agree that no claims or disputes between parties arising out of or relating to this Agreement or a breach thereof shall be deducted by an arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

9.8 The parties, by execution of this Agreement, bind themselves, their heirs, successors, assigns, and legal representatives for the full and faithful performance of the terms and provisions hereof.

ARTICLE 10: NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of Owner's current revenues only. It is understood and agreed that Owner shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by Owner's budget for the fiscal year in question. Owner may affect such termination by giving Contractor a written notice of termination at the end of its then current fiscal year.

ARTICLE 11: TAXES

Owner is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Owner's charge.

ARTICLE 12: RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

ARTICLE 13: INDEMNIFICATION

Contractor shall defend (at the option of Owner), indemnify, and hold Owner, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of the Contractor, or Contractor's agents, employees or subcontractors, in the performance of Contractor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of Owner or Contractor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

ARTICLE 14: COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Contractor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

ARTICLE 15: ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the

other party.

ARTICLE 16: NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Contractor:

Falkenberg Construction Co., Inc.
4850 Samuell Boulevard
Mesquite, Texas 75149

Notice to Owner:

Laurie Hadley, City Manager 221 East Main Street Round Rock, TX 78664	AND TO:	Stephan L. Sheets, City Attorney 309 East Main Street Round Rock, TX 78664
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Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of Owner and Contractor.

ARTICLE 17: APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

ARTICLE 18: DISPUTE RESOLUTION

Owner and Contractor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

ARTICLE 19: SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 20: MISCELLANEOUS PROVISIONS

20.1 Standard of Care. Contractor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

21.2 Time is of the Essence. Contractor understands and agrees that time is of the essence and that any failure of Contractor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Contractor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to Owner due to Contractor's failure to perform in these circumstances, Owner may pursue any remedy available without waiver of any of Owner's additional legal rights or remedies.

22.3 Force Majeure. Neither Owner nor Contractor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

23.4 Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

24.5 Execution. This Agreement is entered into as of the day and year first written above and is executed in at least two (2) original copies, of which one is to be delivered to the Contractor and the remainder to the Owner.

[Signatures on the Following Page.]

IN WITNESS WHEREOF, Owner and Contractor have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Falkenberg Construction Co., Inc.


By:  _____
Printed Name: John E. Castro
Title: Vice President
Date Signed: 08 Feb 2021

Exhibit "A"



January 15, 2021

City of Round Rock
212 Commerce Blvd
Round Rock, Texas 78664

Reference: Contract #: Buy Board 558-18
Prete Plaza restroom Build
FCC Proposal 7002.21
Attention: Eric Dady

We propose to furnish labor, material and equipment to construct the new prete plaza restroom per plans and specifications dated 10/19/2020 SOW below:

RS Means		\$	179,334.88
Coefficient	0.99	\$	(1,793.35)
Subtotal		\$	177,541.53
Bond	2.50%	\$	4,438.54
TOTAL			\$181,980.07

One Hundred Eighty One Thousand Nine Hundred Eighty and 07/100.....Dollars

Scope of Work:

- Demo and save required pavers to expose subgrade
- Demo and remove existing masonry kiosk and light pole
- Overexcavate 5 feet in required location and backfill in 6" compacted lifts with select fill
- Construct concrete beams and slab on grade per drawings design
 - Reinforcement bar per plans and specs
- Use HSS4x4x1/2 members for structure columns
- Construct CMU and Limestone walls per plans and specs, apply stucco system per drawings
 - Horizontal/vertical reinforcement per drawing details
 - Bondbeams, lintels and sills per plans and specs
- Construct canopy and roof using specified HSS members and 1.5B20 Steel deck
- Provide and install connections/lines to sanitary sewer and domestic water per drawings
- Provide and install water closet, lavatory, water heater and drinking fountain per drawings
 - Provide and install all DCW/DHW, drains and vents for fixtures
- Provide and install hose bib, floor drain, floor clean out, wall cleanout, trap primer and WHAs
- Finish and seal concrete floor per drawings(light broom finish)
- Provide and install electrical supply/circuitry and outlet per drawings
- Install light fixtures and occupancy sensor switches
- Provide and install exhaust fan, wall return grill, and unit heater/T-stat per drawings
- Provide and install noted toilet accessories
- Provide and install (2) doors & frames and noted hardware per drawings
- Provide and install gutters and downspout per plans and specs
- Provide and install (2) metal benches
- Paint interior with epoxy paint w/ blockfiller; COLOR: HALF DOME PPG0994-3
- Paint exposed structure with PPG SPECTRACRON 100 SERIES / COLOR PCT99101
- Install saved pavers to match existing grade as necessary

Exclusions:

Water meter
Electrical/utility meter
Electrical Fixtures by others
Overtime/afterhours
Tax

IV. Clarifications:

Contingent upon having access to site by occupying adjacent parking stalls

Please review and call me if you have any questions
Thank you for the opportunity to bid this and any future projects

Sincerely,

FALKENBERG CONSTRUCTION COMPANY, INC.

A handwritten signature in black ink, appearing to read "John Castro".

John Castro
Project Manager