

ORI.

CONSTRUCTION CONTRACT

This construction contract is entered into on this 10th day of April, 2015, between Brown County (By and through its duly elected Sheriff, Bobby Grubbs) as "OWNER", 1050 W. Commerce, Brownwood, TX 76801, and Kimie Burch (f.k.a. Kimie Hall), doing business as "The Fence Guyz", as "BUILDER", 1017 W. Commerce, Brownwood, Brown County, TX 76801, for the construction of a fence in accordance with the specifications set out in Exhibit "A" attached hereto and incorporated herein for all purposes, which fence shall be constructed around the perimeter of the Brown County Law Enforcement Center located at 1050 W. Commerce, Brownwood, Brown County, Texas. The specifications attached hereto as Exhibit "A" shall be deemed a part of this Contract is if contained herein verbatim.

The work to be performed under this contract shall be commenced on or before the 20th day of April, 2015, and shall be completed on or before the expiration of 30 days after commencement of the work, unless the completion date is extended by the parties by written instrument.

OBLIGATIONS OF THE BUILDER

- 1) to commence work and complete said work within the time limit specified above;
- 2) to give all requisite notices of construction to the proper authorities, to obtain any official inspections, permits, certificates and licenses necessary for the execution of the work;
- 3) to provide to the Brown County Auditor certificates of workers compensation insurance, and liability insurance prior to commencement of the work;
- 4) to maintain such insurance as will protect Builder and Owner from claims under the Worker's Compensation Act, and from claims for damages to persons and/or property which may arise out of or as a result of Builder's operations under this Contract;
- 5) during the erection of the fence and until the same has been completed, to keep the completed part of the improvements together with all materials on the premises insured against loss or damage by all perils of extended coverage in an amount equal to the insurable value of the same, with loss payable to the parties as their respective interests may appear. Should such property and/or materials be destroyed or lost by other insured peril, then Builder may elect to complete the project, replacing said materials with the insurance proceeds. However, in such event, the completion date shall be extended for such reasonable time as may be required to complete the fence. If Builder elects to terminate the contract following such destruction or loss, the Builder shall repay all sums paid by the Owner from insurance proceeds available. After such reimbursement to the Owner, this contract shall terminate and the obligations of the parties to each other shall cease.

PROCEDURE FOR MODIFICATION

If, prior to the completion of the fence project herein provided, Owner shall desire to issue additional instructions, direct the omission of work previously contracted for, direct Builder to do any additional work or furnish any additional materials not presently included in or provided for in the attached Exhibit "A", then such instructions, directions, modifications and

December 22, 2014
(Exhibit #7)

requests shall be designated by Owner in writing, and shall be added to the specifications (Exhibit "A") which are made a part of this Contract. The provisions of this Contract shall apply to any and all such changes, modifications, and additions as if said changes were embodied in the original Contract.

Each time Owner modifies the plans and specifications in accordance with this paragraph, the total price for those modifications and changes shall be adjusted to reflect such modifications and changes. All changes, modifications, or extra work shall also be agreed to and signed by Builder and Owner prior to any additional work being done pursuant to such changes and modifications. For each change or modification in the specifications in accordance with this paragraph, the total price for such modifications shall be billed to Owner by Builder, and such modifications agreed to in writing by Builder and Owner shall be paid for by Owner in addition to the contract price hereinafter set out.

DELAYS IN COMPLETION

Completion of this Contract shall be extended by virtue of any delays resulting from inclement weather, acts of public authorities, or acts of God, and unavoidable delays in obtaining the necessary materials (not attributable to Builder).

PERFORMANCE

All work contemplated and required under this contract shall be done by builder, builders employees or subcontractors selected by builder. Any work which Owner desires to have done by others must be approved by Builder, and such others must agree to enter into a contract with the Builder on a form to be furnished and required by Builder.

CONTRACT SUM

The Owner shall pay to the Builder for the performance of the work contemplated by this Contract, subject to any modifications as provided for herein, in current funds, the sum of \$65,802.13.

The Builder shall make periodic applications for payments to be submitted to the Owner, and the Owner shall make progress payments as approved by an authorized representative of the Brown County Sheriff's office. Each application for payment shall specify the labor and materials being paid for under such application, and shall indicate the status of completion of the entire project.

Progress payments by Owner shall be made no more frequently than once each week.

With each periodic application for payment, Builder shall provide to Owner the pertinent invoices supporting each payment application.

Final payment, constituting the entire unpaid balance of the Contract sum, together with modifications, shall be paid by Owner to Builder, provided the project has been completed, the Contract fully performed, and a final application for payment furnished to owner by Builder.

DEFAULT AND TERMINATION

Each of the following constitutes a material breach of this Contract by the Builder:

- 1) failure to obtain any necessary permits for construction;
- 2) delaying the timely performance of this Contract for any reason other than force majeure;
- 3) making any representation to Owner found to be materially false, misleading or erroneous;
- 4) substantially breaching any of Builder's obligations under this Contract or required by applicable law.

Upon default by Builder that is not cured within 10 days of written notice from Owner specifically describing the default, this Contract may be terminated by written notice from Owner to Builder.

WARRANTY

The Builder agrees to warrant all work against defects in material or workmanship for a period of one (1) year following completion (except that the gate closure mechanisms shall be warrantied for five (5) years). Builder shall, during the warranty period, repair or replace, at his expense, any defective items with materials equal or similar to those originally installed

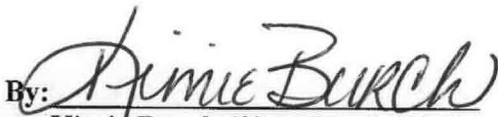
MISCELLANEOUS

- 1) This Contract shall be governed by and construed in accordance with the laws of the State of Texas, and is performable in Brown County, Texas.
- 2) This Contract, together with the attached Exhibit "A", constitutes the entire agreement between the parties hereto, and may not be varied or terminated except by the written agreement of both parties.

EXECUTED THIS 10th DAY OF APRIL, 2015.

BUILDER:

Kimie Burch (f.k.a. Kimie Hall), DBA The Fence Guyz

By: 
Kimie Burch (f.k.a. Kimie Hall)

OWNER:

Brown County Sheriff

By: 

EXHIBIT "A"

Location: Law Enforcement Center, 1050 W. Commerce, Brownwood, Texas 76801

Scope of Work: Security Fencing

Item #1 – Furnish material labor and equipment to install approximately 1,655 foot, new construct and approximately 335 foot of razor wire only, on existing fence.

- a. Razor wire will be of 18" diameter reinforce stainless steel type.
- b. Chain link fence will be of 9 gauge wire, six (6) foot high with barb 3 strand arms for wire attachment.
- c. Line post will be 2 3/8" diameter schedule 40 galvanized pipe with 1 5/8" top rail of schedule 40 galvanized. Post space 10 foot 5 inch maximum.
- d. Gate post will be 3" diameter schedule 40 galvanized.
- e. Gate post for slide gates will be 4" schedule 40 galvanized.
- f. Line post shall be set in 4,000 psi concrete, each post shall be a minimum of 24" deep with a minimum of 8" diameter hole.
- g. Gate post shall be set in 4,000 psi concrete. Each gate post shall be a minimum of 36" to 48" deep with a minimum of 12" diameter hole.
- h. Holes in existing concrete sidewalks shall be core sawed. Post may be driven to a minimum of 12" deep and grouted for firm fit.

Item #2 – Furnish and install 3 (three 25 (twenty-five) foot canter lever slider gates with solar self contained operator.

- a. Operator shall be hysecurity slide smart model DCS-15 or equal. Operator shall be capable of operating up to a 1500 lb gate at a rate of 0.75 to 1.25 feet per second. Operator shall be solar powered and adequate battery storage to supply power to each operator up to 25,000 feet of operation on a single battery charge. Each slider gate shall have the capability of opening with a touch key pad or remotes, accessible from vehicle.
- b. Each exit will be controlled by a sensor located in such a way that egress can be accomplished by activating or tripping a devise that will open the gate without entering code or the use of a remote, free exit.
- c. The operator shall be covered under a 5 year mfg. warranty.
- d. Walk gate at building shall be operated by jail control room. Latch, wiring and intercom will be by others.

EXHIBIT "A" continued...

- e. Each bidder shall include scheduling for starting and completion of the project. This time should include ordering and delivery of material and supplies needed for project.
- f. Any permits (if needed) will be the responsibility of the contractor.
- g. Utility lines (underground) shall be located and flagged prior to any excavation.
- h. All work and material shall be warranted for one (1) full year. A payment bond shall be executed in the amount of the contract. A performance bond shall be executed in the amount of the project.
- i. Contractor may submit for partial payment upon approval of a representative from the Brown County Sheriff's Office. Each submittal shall indicate what percentage of the project is complete.
- j. A certificate of liability insurance shall be required prior to beginning of project. The successful bidder shall furnish the County a copy of Comprehensive General Liability Insurance in the amount of \$300,000 per occurrence bodily injury and \$100,000 for aggregate property damage and proof of Worker's Compensation coverage prior to issuance of notice to proceed.
- k. All workers shall be subject to background checks.
- l. NOTE: All measurements indicated in item #1 are approximate, all measurements are to be verified by each bidder. Aerial photo is not to scale.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Smith and Sharpe Agencies 201 W. Adams P.O. Box 130 Brownwood TX 76801-	CONTACT NAME: PHONE (A/C, No, Ext): (325) 646-4578 E-MAIL ADDRESS: cmsharpe@smithandsharpeins.com	FAX (A/C, No): (325) 643-5300
	INSURER(S) AFFORDING COVERAGE	
INSURED Kimie Dawn Burch dba: The Fence Guyz 310 Cedar St Bangs TX 76823-	INSURER A: Western World Insurance Company	
	INSURER B: Texas Mutual Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			NPP8224098	05/17/2014	05/17/2015	EACH OCCURRENCE	\$ 1,000,000		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						/ /	/ /	MED EXP (Any one person)	\$ 5,000
							/ /	/ /	PERSONAL & ADV INJURY	\$ 1,000,000
							/ /	/ /	GENERAL AGGREGATE	\$ 1,000,000
							/ /	/ /	PRODUCTS - COMP/OP AGG	\$ 1,000,000
							/ /	/ /		\$
							/ /	/ /	COMBINED SINGLE LIMIT (Ea accident)	\$
							/ /	/ /	BODILY INJURY (Per person)	\$
							/ /	/ /	BODILY INJURY (Per accident)	\$
			/ /	/ /	PROPERTY DAMAGE (Per accident)	\$				
			/ /	/ /		\$				
	UMBRELLA LIAB				/ /	/ /	EACH OCCURRENCE	\$		
	EXCESS LIAB				/ /	/ /	AGGREGATE	\$		
	DED				/ /	/ /		\$		
	RETENTION \$				/ /	/ /		\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001285836	04/10/2015	04/10/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					/ /	/ /	E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				/ /	/ /	E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							/ /	/ /	E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
() - () -	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE