

MARGIE R IBARRA
 COUNTY CLERK
 FILED

Change Order

2024 JAN -9 AM 10: 23

No. 1

Date of Issuance: December 15, 2023 Effective Date: December 15, 2023

all

BY _____ Project: Webb County Quad City Fire Station #2 and JP Constable Office Project
 (TX Highway 359 , Bruni, Texas)

Contract: Generators Installation Contract
Quad City Fire Station #2 and JP Constable Office

Date of Contract: February 20, 2023

Owner: Webb County

Contractor: Waukesha-Pearce Industries, LLC

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Changes to Electrical Requirements for the Generators installed by Waukesha-Pearce Industries, LLC at Project Site which cost takes into consideration materials and labor:

Total **\$4,027,00***

*Additional Contracted Work.

Work was needed to address changes to electrical requirements to generators installed

Attachments (list documents supporting change):

Attachment A – Change Order Proposal.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$156,112.00</u>	Original Contract Times: <u>THREE HUNDRED SIXTY-FOUR (364) CALENDAR DAYS AS DEFINED IN CONTRACT</u>
Contract Price prior to this Change Order: <u>\$156,112.00</u>	Completion (days or date): <u>THREE HUNDRED SIXTY-FOUR (364) CALENDAR DAYS AS DEFINED IN CONTRACT.</u>
Increase of this Change Order: <u>Up to \$4,027.00</u>	Contract Times prior to this Change Order: <u>THREE HUNDRED SIXTY-FOUR (364) CALENDAR DAYS AS DEFINED IN CONTRACT.</u>
Contract Price incorporating this Change Order: <u>Up to \$160,139.00</u>	Completion (days or date): <u>Not Addressed in Change Order Request.</u>

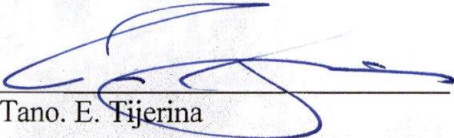
The parties agree that the foregoing Change Order shall be hereinafter considered a part of the contract referred to above and incorporated by reference therein for all purposes. The amendments shall be subject to any and all other provisions of the contract which are hereby ratified by the parties and remain in full force and effect, with the exception of the parts or provisions of the contract which have been modified by this Change Order.

ACCEPTED:

ACCEPTED:

Owner (Authorized Signature)

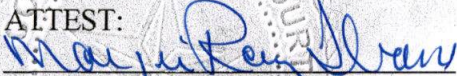
Contractor (Authorized Signature)

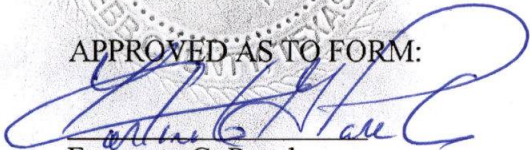
By: 
Tano. E. Tijerina

By: Sheila Adams
Print Name: Sheila Adams
Title: Sr Sales Supervisor

Date: 1-9-24

Date: 1/9/24

ATTEST:

Hón. Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Fortunato G. Paredes
Assistant General Counsel
Webb County Civil Legal Division

*The General Counsel, Civil Legal Division's Office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval of their own respective attorney(s).



Waukesha-Pearce Industries, LLC

12320 South Main Street, Houston, TX 77035

Phone: 713-551-0330 ~ Fax: 713-551-0799

Texas License# 34010

Date: Friday, December 15, 2023
Project: Web County Quad City Fire Station #2 and JP Constable Office
Attention: Joe Lopez
Re: Change Order
Quote Number:

Dear Joe,

The following quotation is per your request and is based on the new service upgrades and changes made after the originally accepted proposal.

Scope of Work:

- **Price increase of the original proposal is based on the increased size of equipment and materials due to the new service upgrades.**
- **Revised new proposal includes Labor, Materials, New Equipment and Installation.**

Standard Clarifications:

- Prices do not include any federal, state, or local sales, use, property, TERP, or excise taxes that may be applicable.
- This quotation is subject to WPI Terms & Conditions
- Quotation is limited to the quantity and description listed above
- Due to the volatility of the copper commodity markets, pricing is Valid for 30 days from the date to this quotation. Copper pricing is based on the LME spot price as of the date of the quotation. Commitments received after the expiration of 30 days shall be revised up or down based on the LME Spot price.
- In accordance with acceptable state laws, we may impose a surcharge on credit cards that is not greater than our cost of acceptance.

Original Proposal Total Cost:	\$156,112.00
Additional Cost:	\$4,027.00
Revised New Proposal Total Cost:	\$160,139.00

Best Regards,

Sales Mgr. – Power-Gen. Const. Svcs.
Waukesha-Pearce Industries, LLC



Waukesha-Pearce Industries, LLC

12320 South Main Street, Houston, TX 77035

Phone: 713-551-0330 ~ Fax: 713-551-0799

Texas License# 34010

Direct: (713) 551-0330

Cell: (832) 457-8828

Email: westbr@wpi.com

Waukesha-Pearce Industries, LLC. (WPI)
Standard Terms and Conditions of Sale

1. Acceptance

All quotations offered by WPI are subject to acceptance within thirty (30) days from the quoted date.

2. Payment Terms

Subject to WPI Credit Department approval, WPI's payment terms are Net-30 Days from date of invoice. WPI does NOT allow for the buyer to withhold "Retainage" from final payment.

If WPI requires progress payments the following milestone achievements are:

- 50% upon submittal approval and notice to proceed
- 35% upon completion of construction and installation
- 15% upon completion of site QA inspection and acceptance of work performed

3. Cancellation or Termination

The Buyer, only upon payment of reasonable cancellation charges related to expenses already incurred and/or commitments made by WPI, may cancel any order placed with WPI. Cancellation charges for time and materials along with equipment purchases are subject to the following charges:

- 8+ weeks prior to completion date.....25%
- 6-8 weeks prior to completion date.....40%
- 4-6 weeks prior to completion date.....50%
- 2-4 weeks prior to completion date.....75%
- At scheduled completion date.....100%

Product purchased with special engineering requirements or non-returnable materials are subject to 100% cancellation charge.

4. Change Orders

No alterations in specifications, either for total quantity, delivery, mechanical, electrical, construction time and materials or other details may be made without written consent of WPI and readjustment of price and estimated delivery. Change order requests are subject to additional fees and may be subject to alteration of construction, materials and equipment lead times.

Depending on the nature and timing of the changes requested, it may be necessary to reschedule project completion to a later date.

5. Taxes

In addition to the prices stated in the quote, Buyer shall reimburse WPI for any excise, sales, diesel fuel surcharge or use tax incident to this transaction for which WPI may be liable or compelled to collect.

6. Shipping Dates

Any equipment lead times and construction start or completion dates provided in the quote is approximate and is estimated based on the advised lead-times provided by the manufacturer(s) of the equipment quoted or vendors providing materials. Upon receipt of a Purchase Order from Buyer, along with complete specifications and drawings approval, if required, and after receipt of WPI's Purchase Order to the manufacturer or material vendors, the estimated delivery will again be advised to WPI and WPI will update Buyer on the new estimated lead times. WPI shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Buyer or by reason of Force Majeure, which shall be deemed to mean all other causes whatsoever not reasonably within the control of WPI, including, but not limited to Acts of God, war, riots or insurrection, blockades, embargoes, sabotage, epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, the inability to secure materials, labor shortages or manufacturing delays. Any delay resulting from any such cause shall extend shipping dates correspondingly. WPI shall in no event be liable for any special, direct or indirect or consequential damages arising from delay(s) irrespective of the reason.

7. Shipping and Delivery Acceptance

It is the responsibility of the buyer or the buyer's representative to inspect all equipment at time of delivery for visible or concealed freight damage. Apparent and concealed damage must be noted on the driver's delivery ticket and subsequent freight claims must be completed and filed directly with the drayage company by the Buyer. In most cases, buyer has up to 30 days to file freight claims when damage is noted with the freight carrier at time of delivery. In most cases, buyer has up to 5 days to file freight claims on damage found after equipment is delivered but not noted at time of delivery. WPI is NOT responsible for damages incurred to equipment during shipment nor is responsible for filing freight claims on damaged equipment incurred in shipment.

8. Indemnity

Buyer agrees that it will indemnify and hold harmless WPI, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, forfeiture of an oil, gas or mineral lease, damage to a producing reservoir or lease operations of lost

Waukesha-Pearce Industries, LLC. (WPI)
Standard Terms and Conditions of Sale

production, denied certificate of occupancy or "Green Tag" from the local "AHJ", arising out of, or in any way connected with the failure of, or the operation of the equipment or materials sold by WPI, unless WPI is proven in court to be 100% solely negligent in its responsibilities.

9. Consequential Damages and Other Charges

WPI will not be responsible or liable for any special, direct, indirect or consequential damages or for any operational interruptions or delays, production loss, or other damages or claims of whatever kind caused by or arising out of the fabrication, manufacture, sale, delivery, installation, use, breakage or performance of equipment or materials sold or any part thereof, except only to the extent and in the manner set out in Item 12 below having to do with warranty.

10. Performance Guarantee

Performance is subject to equipment manufacturer's guarantees for performance and capacities, and is subject to de-rating for actual site conditions.

11. Comments and Exceptions

When Buyer's specifications are attached to or referenced in an invitation to quote, WPI makes a thorough and sincere effort to review these and provide a quote based on WPI's interpretation of the Buyer's specification. WPI's quote will clearly state what is included and what our interpretation is of Buyer's requirements. It is the Buyer's responsibility to review WPI's quote carefully including all clarifications and advise WPI of any discrepancies between Buyer's specification and WPI's quote. WPI's quote constitutes WPI's total offer and only those items; procedures, scope and content clearly stated in the quote are included and WPI makes no guarantee that the products or services quoted will meet the Buyer's specifications.

12. Warranty

WPI warrants that the equipment of its own fabrication shall be free from defects in design, material, workmanship and title, under normal use, service, and operating conditions, for the period of (90) days from date of project completion or commissioning. All work performed by WPI electrical department will be completed in a workmanlike manner according to standard practices. All workmanship will be warranted for (90) days from date of completion of work and/or acceptance by customer. WPI's exclusive remedy for breach of these warranties shall be repair or replacement of any defective parts packaged by WPI, F.O.B. Houston, Texas or remedy of workmanship not meeting standard practices. Accessories or equipment furnished by WPI, but manufactured by others, shall carry that manufacturer's warranty, which will be passed-on to Buyer. WPI shall not be liable for any repairs, replacements, or adjustments to the equipment or any costs of labor performed by the Buyer or others without WPI's prior written approval. WPI will serve the Buyer by acting as Buyer's representative regarding warranty claims for items not manufactured by WPI. However, warranty in all cases is limited to the manufacturers' warranty. Any part(s) found to be defective will be replaced at no charge subject to each manufacturers' respective warranty policy, which WPI will administer. Any part(s) replaced that are not subsequently found to be defective by the manufacturer will be charged to the Buyer. Warranty labor for replacement or repair is on site only. Buyer is responsible for travel time, transportation and expenses to and from the closest WPI location, to the location of the subjected project. Should WPI travel to the location and find that the cause is not warrantable, all expenses incurred by WPI, to include travel and labor, will be billed to the Buyer at WPI's posted rates. WPI will not be responsible for crane, barge, equipment rental or special transportation charges associated with warranty repairs.

13. Literature

WPI will provide upon request, the manufacturers standard literature. This includes Spec Sheets, Bill of Materials, Drawings, Operation and Maintenance Manuals and/or Factory Test Reports. WPI takes exception to all specification requirements & requests for non-standard factory literature.

14. Hours of Operation

This proposal assumes all work will be done during normal business hours. Normal hours of operation for WPI are 8 am-5 pm Monday-Friday. Any work performed outside of the normal operating hours will be billed at 1.5 times our current labor rate.

15. Start-Up

When factory start-up services and field testing are included as part of a quoted package it is understood that the equipment will be made available by the buyer for WPI to perform the factory services within six (6) months of shipment. Additional charges may be required for factory services performed beyond the six (6) month window. Customer has one year (365 days) from the initial ship date of a generator to be started up/commissioned and filed. Registration will then activate the warranty start date. If the product is not started up/commissioned within the first year of the ship date, the warranty start date will revert to the initial ship date. In addition, any product not started up in the first year must have the Long-Term Preservation and Storage Procedure performed and the form completed. Forms must be submitted BEFORE the first year after the initial ship date has expired.

EXHIBIT "A"