

Q07212501

July 21, 2025

Attention: Juan "JP" Pablo Terrazas, Asst. City Manager, P.E., CPM

Site: Rehab Mission Manholes

Subject: "Change Order No.1"

We propose to furnish the services specified herein at the prices stated and in accordance with RENOWORKS standard terms and conditions. RENOWORKS, LLC would like to submit the following proposal for your review and approval. * RENOWORKS will provide the following scope of the following work identified and approved by the customer.

RENOWORKS proposes the following scope of work.

Scope of work and Pricing:

1. Mobilization
2. Traffic Control
3. Rebuild Bench and Inver
4. Remove and Replace 60" Fiberglass Manhole
5. Remove and Replace Ring and Cover
6. Saw cut 8' x 10' Asphalt

Manhole 16				
MOBILIZATION	LS	1	\$ 500.00	\$ 500.00
BARRICADES, SIGNS, AND TRAFFIC HANDLING	EA	1	\$ 1.00	\$ 1.00
REBUILD BENCH AND INVER	EA	1	\$ 1,275.00	\$ 1,275.00
FIBERGLASS MANHOLES	EA	1	\$ 15,000.00	\$ 15,000.00
REMOVE AND REPLACE MANHOLE RING AND COVER	EA	1	\$ 1,800.00	\$ 1,800.00
Saw cut 8' x 10' Asphalt	EA	1	\$ 1,200.00	\$ 1,200.00
			TOTAL	\$ 19,776.00

Total Pricing: The total project price is: **\$19,776.00**. Pricing is good for 28-days from the above date. Thank you for the opportunity to quote on this valued inquiry and your interest in RENOWORKS.

Exclusions:

*Proprietary & Confidentiality:

RENOWORKS, as a benefit to you, has developed the concepts detailed in this proposal on 4/8/25. These are considered by RENOWORKS to be confidential and proprietary. These ideas and concepts remain the sole property of RENOWORKS, the customer acknowledge and agrees to honor our proprietary right to the contents of this proposal and refrain from disclosing such content or any information to any third party, without the prior written consent of RENOWORKS. Any unauthorized use of these ideas and concepts is strictly prohibited.

Proposal Validity:

The terms of this proposal are **VALID FOR 28 DAYS** from the above date and are contingent upon equipment availability & subject to change.

Closing:

Again, thank you for your interest in RENOWORKS. Please contact me if you have any questions or comments. I look forward to working with you.

Assuring you our best attention at all times.

Respectfully,

Rene Olivarez, P.E., Principal
RENOWORKS, LLC

Email Acceptance

SIGNATURE REQUIRED FOR AUTHORIZATION TO PROCEED

- If this proposal is approved, please fill out this acceptance page & return. This will assist us with scheduling & ordering any part necessary to proceed with the work.

By(print): _____

Title: _____

Signature: _____

*** Purchase Order:** _____

Date: _____

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. Purchaser agrees to provide RENOWORKS with required field utilities (electricity, toilets, drinking water, etc.) access to sites without charge. RENOWORKS agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge RENOWORKS for any costs or expenses without RENOWORKS's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by RENOWORKS under this agreement, RENOWORKS's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, Modify, or alter the scope of work or services to be performed by RENOWORKS shall not operate to compel RENOWORKS to perform any work relating to Hazards without RENOWORKS's express written consent.
2. **INVOICING & PAYMENTS.** RENOWORKS may invoice Purchaser monthly for all materials delivered to the job site and for all work performed on-site with the appropriate invoice, which must be approved by a District representative that work has been performed and completed. If RENOWORKS's invoice is not paid after 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of RENOWORKS, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, RENOWORKS shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** RENOWORKS warrants that the equipment installed by RENOWORKS shall be free from defects in material and workmanship arising from normal usage for a period of three (3) months from delivery of said equipment, for a period of one (1) year from installation. RENOWORKS warrants that for equipment furnished and/or installed but not manufactured by RENOWORKS, RENOWORKS will extend the same warranty terms and conditions which RENOWORKS receives from the manufacturer of said equipment. For equipment installed by RENOWORKS, if Purchaser provides written notice to RENOWORKS of any such defect within thirty (30) days after the appearance or discovery of such defect, RENOWORKS shall, at its option, repair or replace the defective equipment. For equipment not installed by RENOWORKS, if Purchaser returns the defective equipment to RENOWORKS within thirty (30) days after appearance or discovery of such defect, RENOWORKS shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by RENOWORKS shall be borne by Purchaser. These warranties not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** RENOWORKS shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by RENOWORKS or, alternatively, shall provide RENOWORKS with acceptable tax exemption certificates. RENOWORKS shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** RENOWORKS shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond RENOWORKS's, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of RENOWORKS, etc.
8. **COMPLIANCE WITH LAWS.** RENOWORKS shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All claims, disputes and other controversy between RENOWORKS and Customer arising out of or in any way related to the services provided by RENOWORKS shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, Customer, assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Hidalgo County. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses.
10. **INSURANCE.** Insurance coverage in excess of RENOWORKS's standard limits will be furnished when requested and required. No credit will be given or premium paid by RENOWORKS for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the-indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **Entire AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon RENOWORKS unless accepted by RENOWORKS in writing.