

CHANGE ORDER/C.O. No. 1

PROJECT: Gilmore Elementary-Claremont Connector Trail Project
PROJECT No: PK2101

TO: Wilson Building Services, Inc.
Contractor and 13955 Murphy Road, Suite 124
Address for Written Notice Stafford, TX 77477

REFERENCE RFIs: RFI 4 & RFI 5

1.01 DESCRIPTION OF CHANGES	CONTRACT AMOUNT	CHANGE TIME
ITEM 1 SCOPE: Resurvey and staking of bridge location	\$3,820.25	40 Days
JUSTIFICATION: Bridge relocation during construction to avoid existing storm sewer outfall		
ITEM 2 SCOPE: Rental cost of 2 loaders mobilizing and demobilizing	\$9,821.94	0 Days
JUSTIFICATION: Remobilizing bridge crane due to bridge relocation		
ITEM 3 SCOPE: Rental of construction mats: 11/10/2024-12/8/2024	\$12,000	0 Days
JUSTIFICATION: Construction entry moved from Waverly Canyon and Gilmore Elementary to Carefree Dr, due to resident complaints, crane accessibility, and to mitigate school conflicts.		
ITEM 4 SCOPE: Rental of construction mats: 12/9/2024-3/2/2025	\$36,000	0 Days
JUSTIFICATION: Construction entry moved from Waverly Canyon and Gilmore Elementary to Carefree Dr, due to resident complaints, crane accessibility, and to mitigate school conflicts.		
ITEM 5 SCOPE: Deduction of construction mat rental	(-\$2,700)	0 Days
JUSTIFICATION: Original mats to be used at construction entry at Waverly Canyon		
ITEM 6 SCOPE: Deduction of construction mat rental from 12/9/2024 – 3/2/2025	(-\$8,100)	0 Days
JUSTIFICATION: Per plans, mats to be used at construction entry at Gilmore Elementary		
ITEM 7 SCOPE: Additional installation of mats	\$1,440	0 Days
JUSTIFICATION: Construction entry moved from Waverly Canyon and Gilmore Elementary to Carefree Dr, due to resident complaints, crane accessibility, and to mitigate school conflicts.		

ITEM 8 SCOPE:	Deduction for mat installation	(-\$324)	0	Days
JUSTIFICATION:	Construction entry moved from Waverly Canyon and Gilmore Elementary to Carefree Dr, due to resident complaints, crane accessibility, and to mitigate school conflicts.			
ITEM 9 SCOPE:	Delivery of additional mats	\$2,700	0	Days
JUSTIFICATION:	Construction entry moved from Waverly Canyon and Gilmore Elementary to Carefree Dr, due to resident complaints, crane accessibility, and to mitigate school conflicts.			
ITEM 10 SCOPE:	Deduction for construction mat delivery	(-\$600)	0	Days
JUSTIFICATION:	Construction entry moved from Waverly Canyon and Gilmore Elementary to Carefree Dr, due to resident complaints, crane accessibility, and to mitigate school conflicts.			
ITEM 11 SCOPE:	Removal of additional construction mats	\$1,440	0	Days
JUSTIFICATION:	Construction entry moved from Waverly Canyon and Gilmore Elementary to Carefree Dr, due to resident complaints, crane accessibility, and to mitigate school conflicts.			
ITEM 12 SCOPE:	Deduction of removing construction mats	(-\$324)	0	Days
JUSTIFICATION:	Original mats to be used at construction entry at Waverly Canyon			
ITEM 13 SCOPE:	Return trucking for additional construction mats	\$2,700	0	Days
JUSTIFICATION:	Construction entry moved from Waverly Canyon and Gilmore Elementary to Carefree Dr, due to resident complaints, crane accessibility, and to mitigate school conflicts.			
ITEM 14 SCOPE:	Deduction of return trucking for original construction entrances	(-\$600)	0	Days
JUSTIFICATION:	Construction entry moved from Waverly Canyon and Gilmore Elementary to Carefree Dr, due to resident complaints, crane accessibility, and to mitigate school conflicts.			
ITEM 15 SCOPE:	Deduct Line Item 4: Temporary Chain Link Fence	(-\$1,040)	0	Days
JUSTIFICATION:	Relocation of construction entrance allowed contractor to use less fencing			
ITEM 16 SCOPE:	Deduct Line Item 9: 4" Thick, 5' Wide concrete trail section	(-\$1,336)	0	Days

JUSTIFICATION: Bridge relocation yielded less 5' wide concrete trail on school side

ITEM 17 SCOPE: Deduct Line Item 10: Type E Inlet (-\$4,000) 0 Days

JUSTIFICATION: Bridge relocation moved sidewalk away from storm sewer inlet – remained untouched

ITEM 18 SCOPE: Deduct Line Item 11: Concrete removal (-\$700) 0 Days

JUSTIFICATION: Bridge relocation yielded less concrete removal

ITEM 19 SCOPE: Deduct Line Item 23: Extra Hydromulch (-\$1,000) 0 Days

JUSTIFICATION: Did not need additional quantities

ITEM 20 SCOPE: Deduct Line Item 27: Extra 5" Concrete with forms & reinforcing (-\$10,875) 0 Days

JUSTIFICATION: Did not need extra quantities

ITEM 21 SCOPE: Deduct Line Item 29.0 – Extra Reinforced silt fence (-\$600) 0 Days

JUSTIFICATION: Did not need extra quantities

ITEM 22 SCOPE: 5" thick, 8' wide concrete trail section \$2,958 0 Days

JUSTIFICATION: Quantity over-run: Bridge relocation during construction to avoid existing storm sewer outfall

ITEM 23 SCOPE: Reestablish sod for disturbed areas \$528 0 Days

JUSTIFICATION: Quantity over-run: Additional sod used for school side and at swale entry

ITEM 24 SCOPE: Extra cement stabilized sand \$11,700 0 Days

JUSTIFICATION: Quantity over-run: Original sidewalk plan had sidewalk raised above natural grade, against Centerpoint permit requirements, and had to be reworked – per EOR redesign.

ITEM 25 SCOPE: Sales tax for construction mat rental \$3,599.64 0 Days

JUSTIFICATION: Construction mats do not stay on the project, therefore not tax exempt.

ITEM 26 SCOPE: Wilson Building Services overhead \$6,087.38 0 Days

JUSTIFICATION: 10% Calculated on subtotal


ITEM 27 SCOPE: Wilson Building Services profit \$3,043.69 0 Days

JUSTIFICATION: 5% calculated on subtotal

TOTALS: \$65,639.90 40 Days

1.02 ACCEPTANCE BY CONTRACTOR

Contractor agrees to perform change(s) included in this Change Order for the price and time indicated. The prices for changes include all costs associated with this Change Order.


Contractor Signature and Title **WENDELL WILSON**
PRESIDENT

7/8/2025
Date

1.03 ACCEPTANCE BY THE CITY

Project Manager Date

Executive Director of Capital Projects Date

City Manager Date

END OF DOCUMENT

EXECUTIVE SUMMARY

C.O. No. 1 Contract No. 3240457 CIP No. PK2101

1.01	CONTRACT PRICE SUMMARY	Dollar Amount	Percent
A.	Original Contract Price	\$896,655.00	100.0%
B.	Previous Change Orders	\$0.00	0.0%
C.	This Change Order	\$65,639.90	7.3%
D.	Contract Price	\$962,294.90	107.3%

Date of Commencement of the Work: July 22, 2024

1.02	CONTRACT TIME SUMMARY	Duration	Completion Date
A.	Original Contract Time	270 Days	April 17, 2025
B.	Previous Change Orders	0 Days	April 17, 2025
C.	This Change Order	40 Days	May 27, 2025
D.	Contract Time	310 Days	May 27, 2025

1.03 CHANGE ORDER SUMMARY

Contractor Proposed Change Order #1	\$ 54,316.38
Contractor Proposed Change Order #2	\$ 15,688.52
Additions & Deletions of bid items	<u>-\$ 4,365.00</u>
Net Change Order	\$ 65,639.90

END OF SUMMARY

CONTRACTOR REQUESTED
PROPOSED CHANGE ORDER #1

WILSON BUILDING SERVICES, INC. - RELOCATION OF CONSTRUCTION ENTRY

Description	Qty	Unit	Unit Cost	Extended Cost
Additional construction mats due to relocated construction entry to Carefree Drive 11/10/2024-12/8/2024	120	EA	\$100.00	\$12,000.00
Deduction for construction mats for the original construction entry on Waverly Canyon Lane	-27	EA	\$100.00	-\$2,700.00
Additional installation of mats	120	EA	\$12.00	\$1,440.00
Deduction for installation of mats at original entry	-27	EA	\$12.00	-\$324.00
Additional delivery of Mats	9	EA	\$300.00	\$2,700.00
Deduction for delivery of mats at original entry	-2	EA	\$300.00	-\$600.00
Rental of Mats - 12/9/2024-3/2/2025	360	EA	\$100.00	\$36,000.00
Deduction for rental of mats for original entry - 12/9/2024-3/2/2025	-81	EA	\$100.00	-\$8,100.00
Additional removal of mats	120	EA	\$12.00	\$1,440.00
Deduction for removal of mats at original entry	-27	EA	\$12.00	-\$324.00
Additional return trucking of Mats	9	EA	\$300.00	\$2,700.00
Deduction for return trucking of mats at original entry	-2	EA	\$300.00	-\$600.00
			Sales Tax 8.25%	\$3,599.64

Total	\$47,231.64
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WBS 10% OH	\$4,723.16
WBS 5% Profit	\$2,361.58
WBS Total	\$54,316.39



Construction Mats - Allocation Map

CONTRACTOR REQUESTED
PROPOSED CHANGE ORDER #2

WILSON BUILDING SERVICES, INC. - BRIDGE RELOCATION COST IMPACT

Description	Qty	Unit	Unit Cost	Extended Cost
Restaking of bridge location	1	EA	\$3,820.25	\$3,820.25
Additional construction mats due to the revision of the bridge location which extended construction during the rainy period - 11/10/2024-12/8/2024	107	EA		\$0.00
Additional installation of mats	107	EA		\$0.00
Additional delivery of Mats	8	EA		\$0.00
Rental of Mats - 12/9/2024-1/5/2025	107	EA		\$0.00
Rental cost of 2 loaders to receive the bridge due to the delay in construction of the abutment as a result of the delay.	1	LS	\$9,821.94	\$9,821.94

Sales Tax 8.25% \$0.00

Total	\$13,642.19
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WBS 10% OH	\$1,364.22
WBS 5% Profit	\$682.11
WBS Total	\$15,688.52

Overhead and Profit Calculations

(Proposed Change Order #1 Overhead) + (Proposed Change Order #2 Overhead) =
Total Overhead as noted on ITEM 26 SCOPE.

PCO #1: $\$47,231.64 * 10\% = \$4,723.16$

PCO #2: $\$13,642.19 * 10\% = \$2,361.58$

$\$4,723.16 + \$2,361.58 = \$6,087.38$

(Proposed Change Order #1 Profit) + (Proposed Change Order #2 Profit) = Total Profit
as noted on ITEM 27 SCOPE.

PCO #1: $\$47,231.64 * 5\% = \$2,361.58$

PCO #2: $\$13,642.19 * 5\% = \682.11

$\$2,361.58 + \$682.11 = \$3,043.69$



Mr. Wendell Wilson, President
Wilson Building Services, Inc.
13955 Murphy Road, Suite 124
Stafford, Texas 77477

Date: 11/30/2024
Invoice No.: 24-015-002, Inv. 04

RE: WBS - WA 02 Claremont Connector Trail and Pedestrian Bridge
Galveston County, Texas

Statement for Services From November 1, 2024 thru November 30, 2024

For Professional Surveying Services Rendered (Specified Rate & Unit Cost)

Billing Category	HRS	Rate	Amount
Survey/CADD Tech Jesus F. Sosa	4.5	\$100.00	\$ 450.00
2-Person Survey Crew G. Tejeda/M. Medina	15.0	\$181.55	\$ 2,723.25
1-Person Survey Crew (FC 130) G. Tejeda	5.0	\$100.00	\$ 500.00
LABOR TOTAL			\$ 3,673.25

Direct Expenses	No. Units	UNIT COST	Amount
Mileage @ \$1.00 per Mile (3 Trips)	147.0	\$1.000	\$ 147.00
Expenses Total			\$ 147.00

****Fees based on Billing Rate Schedule 2024****

Total Amount this Invoice **\$ 3,820.25**

Signature:

CC:

darleen@wilsonbuildingservice.com
Darleen Stuart-Jacobs

Date:

12/10/2024



1281 BUTLER ROAD
LEAGUE CITY, TX 77573
PHONE: 409-933-7368

WILSON BUILDING SERVICES INC
13955 MURPHY RD STE 124
STAFFORD TX 77477-4914

RENTAL INVOICE

INVOICE A9840501

ACCT#: 591445
INVOICE DATE: 11/20/2024
INVOICE AMOUNT: \$5,045.97

PO #: VERBAL LARRY
ORDERED BY: LARRY
817-909-1597

JOBSITE INFO: WILSON
4503 WAVERLY CANYON LN
LEAGUE CITY, TX
77573

CONTACT NAME: LARRY GARLAND
CONTACT PHONE: 817-909-1597

DATE OUT: 11/14/2024 THU 08:00 AM
DATE IN: 11/18/2024 MON 05:00 PM

SALES REP: BRIAN LOVELESS

QTY	DESCRIPTION	TERMS CODE: 2	DAY	WEEK	4WEEK	TOTALS
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Rental Items

RELEASE: 7593
ESTIMATED REPLACEMENT VALUE: \$350K

1.	ID NO: 008019002 SERIAL NO: 0M5T05274 950 WHEEL LOADER - 950GC		\$1,164	\$3,267	\$9,050	3,267.00*
HRS OUT: 687.0 CURRENT SMU: 697.0 Total: 10.0						
1	ID NO: WT6F22223 SERIAL NO: FG204729 96" FORKS FIT 950 - 950FORK96		\$0	\$0	\$0	*
1	ID NO: WT6B19002 SERIAL NO: X1EA5274 LOADER BUCKET FITS 950 - 950BKT4.5		\$0	\$0	\$0	*

Rental Subtotal: 3,267.00

Miscellaneous Items

1	ENVIRONMENT CHG	65.34
1	HVY EQUIP TAX 3I	4.57
1	EQUIPMENT SURCHG	49.01
27	DIESEL FUEL CHG	270.00
1	DELIVERY FRT CHG	450.00
1	RETURN FRT CHG	450.00
1	MRAP	490.05

Please Remit Payment To:

Mustang Rental Services
P.O. Box 4346, Dept. 188
Houston TX, 77210-4346

Invoice Total 5,045.97

PLEASE SHOW OUR INVOICE NUMBER ON YOUR CHECK

NOTE: Rent does NOT Apply to Purchase

PLEASE PAY FROM THIS INVOICE

GENERAL CONDITIONS OF SALE OR RENTAL IF APPLICABLE
THIS CONTRACT CONTAINS INDEMNITY OBLIGATIONS
Terms of Payment Net on Receipt of Invoice
15% Restocking Charge for Returned Parts

1. Condition of Equipment: Acceptance of equipment by Lessee will serve as acknowledgement that such equipment has been received in good, safe and serviceable condition unless Mustang Rental Services (the "Company") is notified in writing within three days of delivery. Product Warranty, DISCLAIMER and Limitation. Lessor and Lessee hereby agree that Lessor has not made any warranties, express or implied, regarding any Item of Equipment leased by Lessee pursuant hereto and that Lessor has expressly DISCLAIMED ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. Lessee agrees that its sole and exclusive remedy, if any, for defects in materials or workmanship with respect to any Item of Equipment shall be against the manufacturer or manufacturers thereof pursuant to the express, written warranty, if any, extended by such manufacturer or manufacturers.

2. Return of Equipment: Equipment is the property of Company and except as otherwise specifically provided herein, shall be returned in the same condition as when received, ordinary wear and tear excepted to the place from which rented on the day specified, or sooner if demanded by the Company. All risk of loss or damage to each Item of Equipment shall be borne by Lessee. Notwithstanding damage to an Item of Equipment, rental for such Item of Equipment shall continue to be paid by Lessee. Lessee shall have the responsibility for the repair of any damaged Item of Equipment, and Lessee shall repair, or cause to be repaired, each such damaged Item of Equipment promptly after the damage. In the event any Item of Equipment is destroyed, stolen or damaged to such extent that Lessee finds it is undesirable or impossible to continue its use, Lessee shall immediately pay the remaining unpaid rental payments as to such Item of Equipment and all of Lessee's right, title and interest in such Item of Equipment, together with any and all insurance rights it may have with respect to such Item of Equipment shall be assigned to Lessor. To the extent not covered by insurance, Lessee shall indemnify Lessor against any and all loss and/or damage to Equipment.

The receipt and acceptance by the Lessee of any Item of Equipment shall constitute acknowledgement that such Item of Equipment has been accepted and found in good, safe, and serviceable condition, and fit for use unless the Lessee makes claim to the contrary to Lessor by registered mail, return receipt requested, addressed to Lessor's office within three days after receipt of such item of Equipment. The complaint shall set forth in detail the complete nature and the condition of the Equipment received. In the event of notice to Lessor by the Lessee that such Item of Equipment is not in good, safe, and serviceable condition and fit for use upon its arrival Lessor shall have the right to put such Item of Equipment in good, safe and serviceable condition and fit for use within a reasonable time, or to cancel this Lease.

3. Charges: Lessee shall pay Company on demand at the office set forth above all rental, minimum delivery pickup and other charges in accordance with this Agreement and such expenses, including reasonable attorney's fees, incurred in collecting same. Unless otherwise specifically provided herein, all rentals are made FOB the location at which the rentals are made. All shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.

3.1 Terms and Lease Rentals: The term of this Agreement shall be, with respect to each Item of Equipment, the Minimum Rental Period specified for such Item of Equipment above. Rental payments for each Item of Equipment shall be made as follows:

3.2 Minimum Rental Period of One Month or More: With respect to each Item of Equipment leased for a Minimum Rental Period of one month or more, Lessee shall pay to Lessor on the date such Item of Equipment becomes subject to this Agreement and on the same day of each and every month thereafter until the later of (a) expiration of minimum rental period is expressed above or (b) until such Item of Equipment is returned to Lessors yard (i) base rentals in the amount of the Monthly Rental Rates set forth above for such Item of Equipment and (ii) in the event such Item of Equipment was used more than 160 hours during the month preceding the payment date, additional rentals in the amount equal to 1/160 of the Monthly Rental Rate for each hour of such Item of Equipment was operated during such preceding month in excess of 160 hours.

3.3 Minimum Rental Period of Less Than One Month: With respect to each item of Equipment leased for a Minimum Rental Period of less than one month, Lessee shall pay to Lessor; (i) on the date such Item of Equipment becomes subject to this Agreement and on the same day of each of the next three weeks thereafter (unless such Item of Equipment is returned to Lessor's yard prior thereto): (a) base rentals in the amount of one-third (1/3) of the Monthly Rental Rate set forth above for such Item of Equipment; and (b) in the event such Item of Equipment was used more than 40 hours during the week preceding the payment date, additional rentals in the amount equal to 1/40 of the weekly charge for such Item of Equipment for each hour such Item of Equipment was operated during such preceding week in excess of 40 hours; and (ii) on the same day of each week thereafter beginning with the fourth week after such Item of Equipment becomes subject to this Agreement (a) base rentals in the amount of one-fourth (1/4) of the Monthly Rental Rate set forth above for such Item of Equipment and (b) in the event Item of Equipment was used more than 40 hours during the week preceding the payment date, additional rentals in the amount equal to 1/40 of the weekly charge for such Item of Equipment for each hour such Item of Equipment was operated during such preceding week in excess of 40 hours.

For purposes of the foregoing, calculation of the rental period shall commence on the date an Item of Equipment leaves Lessor's storage yard and shall terminate the later of (a) expiration of minimum rental period as expressed above or (b) until such Item of Equipment is returned to Lessor's yard. Use of an Item of Equipment for three days or more shall be deemed to constitute use of the Item of Equipment for a full week.

Time is of the essence hereof, and if Lessee shall fail to pay any rental as herein provided the full amount of rent then unpaid hereunder shall become due and payable forthwith, and Lessor may at its option, in addition to and without prejudice to any other remedy, without notice or demand and without legal process, take possession of the equipment wherever it may be located, whereupon all rights of Lessee to the Equipment shall terminate absolutely. Late or deferred payments shall bear interest at the highest contract rate permitted by law but the payment of such interest shall not waive Lessor's right to terminate this Agreement as herein set forth. This Agreement is irrevocable for the full term hereof and for the aggregate rental reserved, and the rent shall not abate by reason of termination of Lessee's right of possession for failure to observe any provision of this Agreement.

4. Use of Equipment: Equipment shall be used solely in Lessee's business and kept only at customers place of business or on jobsites shown on the reverse side hereof, and shall not be removed without prior written consent of the Company. Equipment shall be used only within its rated capacity by safe, careful and competent personnel. Lessee shall notify Company immediately of any accident or occurrence, disablement or failure involving the equipment, and properly furnish the Company in writing all information required by the Company in connection therewith. Lessee is an independent contractor and nothing contained in this Agreement shall authorize Lessee or any other person to operate any item of equipment so as to incur or impose any liability or obligation for or on behalf of Lessor.

5. The Lessee shall not sublease, subrent, assign, transfer, or pledge this agreement, the equipment, or any part of it or any interest in it.

6. Service: Lessee shall perform and pay for all normal and periodic and other basic service, adjustments and lubrication of equipment. If equipment fails to operate properly on these repairs, Lessee shall immediately cease using equipment and notify Company.

7. Insurance: Lessee shall at its own expense keep each Item of Equipment insured, at the full value thereof, against all risks of direct physical loss or damage to the Equipment, and shall likewise insure all Equipment adequately against such other risks and in such amounts as Lessor may reasonably require and with insurance companies qualified to do business in the state in which the Equipment may be located, with losses, if any, payable to Lessor. Lessee shall deliver to Lessor the policies or evidence of insurance satisfactory to Lessor. The failure of Lessee to secure or maintain such insurance shall constitute a default under this Agreement. In the event of such default, Lessor may, but shall not be obligated to, effect such insurance and an amount equal to the cost of such insurance shall be deemed additional rent to be paid forth by Lessee. LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS WILL NOT BE PROVIDED BY LESSOR UNDER ANY CIRCUMSTANCES.

8. **Indemnity: Lessee shall defend, indemnify and hold harmless the Company, its officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of any bodily injury including death, and property damage, sustained by any person or persons, including but not limited to employees of Lessee, as a result of the ownership, maintenance, use, operation, storage, erection, dismantling, servicing or transportation of the equipment or any part thereof, whether such bodily injury, death or property damage are due or claimed to be due to any negligence of the Company, employees or agents of the Company or any other person.**

9. Compliance with Law: Lessee shall at its expense comply with State, Federal and local laws and regulations affecting the equipment and its use, erection, design and transportation, including licensing and building code requirements, and shall defend, indemnify and hold Company harmless from all loss, liability or expense resulting from actual or asserted violation of any such laws, requirements or regulations. Lessee shall pay all taxes imposed by virtue of its use or possession of the equipment.

10. Rental: This is a contract of rental only and Lessee shall not be deemed an agent or employee of the Company for any purpose. Lessee shall not suffer any liens or encumbrances to attach to the equipment and shall defend, indemnify and hold the Company harmless from all loss, liability and expense by reason thereof. All operation or use of the equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement.

11. Liability: Liability of the Company for delay or failure to deliver or pickup the equipment or for failure of equipment to perform shall not exceed the rental charges herein provided for. Lessee agrees that no other remedy (including, but not limited to, claims for INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR ANY USE WHATSOEVER, OR INJURY TO PERSONS OR PROPERTY, OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR SPECIAL INCIDENTAL LOSS) shall be available to it.

12. Entire Agreement: No right of the Company under this Agreement may be waived except by written instrument signed by a duly authorized officer of the Company. This instrument expresses the entire Agreement between the parties and may not be charged orally.

13. Default: In case of default or breach of this Agreement by Lessee, or if the Company for any reason deems itself insecure, the Company may enter upon any premises where the equipment is located and render same inoperative or remove same with or without process of law and without notice or liability to Lessee, and may terminate this Agreement without prejudice to any remedies or claims which Company might otherwise have for arrears of rent, expense or retaking, court costs and reasonable attorney's fees, and in addition a sum equal to the balance of the rent and other payments called for hereunder for the remainder of the original or extended term, as the case may be, as liquidated damages and not as a penalty. Lessee shall remain liable for the equipment or for any loss or injury to the equipment, notwithstanding such termination.

14. Taxes: Lessee shall pay when due all taxes, fees, assessments, or other charges, however designated, now or hereafter levied or based upon the rentals, ownership, use, possession, leasing, operation, control, or maintenance of the Equipment, whether or not paid or payable by Company, excluding Company's income, franchise and business and occupation taxes, and shall supply Company with proof of payment satisfactory to Company at least seven (7) days before delinquency. At its option, Company may pay any tax, assessment, insurance premium, expense, repair, release, confiscation expense, lien, encumbrance, or other charge or fee payable hereunder by Lessee, and any amount so paid shall be repayable by Lessee on demand. If the Equipment is located in a jurisdiction which imposes any "Sales," "Use," or "Rental" tax, Company shall collect such tax from Lessee and remit such tax to the appropriate taxing authority or Lessee shall remit such tax directly to the appropriate taxing authority. Such requirement may only be waived if Lessee is exempt from such tax under applicable laws or regulations. Lessee is responsible for ensuring that such exemption is properly documented in accordance with such laws and regulations and that such documentation is provided to Company at the inception of this Schedule.

15. Miscellaneous: Nothing herein contained shall give or convey to Lessee any right, title or interest in and to any of the equipment leased hereunder except in the capacity as Lessee. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns, subject to all of the terms and provisions hereof.

15.1 Miscellaneous Provisions: Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the rest of this Agreement. This Agreement contains the entire understanding of the parties, and such understanding may not be modified or terminated except in writing signed by the parties. This Agreement shall be governed by the laws of the State of Texas. For purposes of interpretation, the singular shall be deemed the plural and the plural deemed singular; the forms of masculine, feminine and neuter shall be deemed one and the same.

No delay or omission to exercise any right, power or remedy accruing to Lessor upon any breach or default by Lessee under this Agreement shall impair any such right, power or remedy of Lessor, nor be construed as a waiver of any such breach or default, or of any similar breach or default thereafter occurring; nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers under this Lease must be in writing. All remedies either under this Lease or by law afforded to Lessor shall be cumulative and alternate.

In case any matter is written or typed into this printed Agreement other than such as is necessary to fill the blanks provided therein, such matter shall be deemed an addition to the Lease and it is specifically understood and agreed by the Lessee and the Lessor that such added matter is not in any manner whatsoever intended to alter the meaning or intention of the printed clauses of the Agreement and in case of conflict and inconsistency between the printed portions and the written or typed additions, the printed portions shall control and any written or typed clauses in conflict therewith shall be treated as void.

All payments due and payable at our office in Houston, Harris County, TX.
Unless otherwise indicated, equipment is FOB point of origin and return to same.
TERMS: PAYMENT DUE UPON RECEIPT OF INVOICE.



1281 BUTLER ROAD
LEAGUE CITY, TX 77573
PHONE: 409-933-7368

WILSON BUILDING SERVICES INC
13955 MURPHY RD STE 124
STAFFORD TX 77477-4914

RENTAL INVOICE

INVOICE A9842201

ACCT#: 591445
INVOICE DATE: 11/20/2024
INVOICE AMOUNT: \$4,775.97

PO #: VERBAL LARRY
ORDERED BY: LARRY GARLAND
817-909-1597

JOBSITE INFO: WILSON
4503 WAVERLY CANYON LN
LEAGUE CITY, TX
77573

CONTACT NAME: LARRY GARLAND
CONTACT PHONE: 817-909-1597

DATE OUT: 11/14/2024 THU 08:00 AM
DATE IN: 11/18/2024 MON 05:00 PM

SALES REP: BRIAN LOVELESS

QTY	DESCRIPTION	TERMS CODE: 2	DAY	WEEK	4WEEK	TOTALS
Rental Items						
	RELEASE: 7593					
	ESTIMATED REPLACEMENT VALUE: \$350K					
1.	ID NO: 008022462 SERIAL NO: 0M5T01394 950 WHEEL LOADER - 950GC		\$1,164	\$3,267	\$9,050	3,267.00*
	HRS OUT: 4302.0 CURRENT SMU: 4305.0 Total: 3.0					
1	ID NO: WT7B13407 SERIAL NO: Z1A22318 LOADER BUCKET FITS 966 - 966BKT5.25		\$0	\$0	\$0	*
1	ID NO: WT6F19528 SERIAL NO: FG204476 72" FORKS FIT 950 - 950FORK72		\$0	\$0	\$0	*
Rental Subtotal:						3,267.00

Miscellaneous Items

1	ENVIRONMENT CHG	65.34
1	HVY EQUIP TAX 3I	4.57
1	EQUIPMENT SURCHG	49.01
1	DELIVERY FRT CHG	450.00
1	RETURN FRT CHG	450.00
1	MRAP	490.05

Please Remit Payment To:

Mustang Rental Services
P.O. Box 4346, Dept. 188
Houston TX, 77210-4346

NOTE: Rent does NOT Apply to Purchase

PLEASE PAY FROM THIS INVOICE

Invoice Total 4,775.97
PLEASE SHOW OUR INVOICE NUMBER ON YOUR CHECK

GENERAL CONDITIONS OF SALE OR RENTAL IF APPLICABLE
THIS CONTRACT CONTAINS INDEMNITY OBLIGATIONS
Terms of Payment Net on Receipt of Invoice
15% Restocking Charge for Returned Parts

1. Condition of Equipment: Acceptance of equipment by Lessee will serve as acknowledgement that such equipment has been received in good, safe and serviceable condition unless Mustang Rental Services (the "Company") is notified in writing within three days of delivery. Product Warranty, DISCLAIMER and Limitation. Lessor and Lessee hereby agree that Lessor has not made any warranties, express or implied, regarding any Item of Equipment leased by Lessee pursuant hereto and that Lessor has expressly DISCLAIMED ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. Lessee agrees that its sole and exclusive remedy, if any, for defects in materials or workmanship with respect to any Item of Equipment shall be against the manufacturer or manufacturers thereof pursuant to the express, written warranty, if any, extended by such manufacturer or manufacturers.

2. Return of Equipment: Equipment is the property of Company and except as otherwise specifically provided herein, shall be returned in the same condition as when received, ordinary wear and tear excepted to the place from which rented on the day specified, or sooner if demanded by the Company. All risk of loss or damage to each Item of Equipment shall be borne by Lessee. Notwithstanding damage to an Item of Equipment, rental for such Item of Equipment shall continue to be paid by Lessee. Lessee shall have the responsibility for the repair of any damaged Item of Equipment, and Lessee shall repair, or cause to be repaired, each such damaged Item of Equipment promptly after the damage. In the event any Item of Equipment is destroyed, stolen or damaged to such extent that Lessee finds it is undesirable or impossible to continue its use, Lessee shall immediately pay the remaining unpaid rental payments as to such Item of Equipment and all of Lessee's right, title and interest in such Item of Equipment, together with any and all insurance rights it may have with respect to such Item of Equipment shall be assigned to Lessor. To the extent not covered by insurance, Lessee shall indemnify Lessor against any and all loss and/or damage to Equipment.

The receipt and acceptance by the Lessee of any Item of Equipment shall constitute acknowledgement that such Item of Equipment has been accepted and found in good, safe, and serviceable condition, and fit for use unless the Lessee makes claim to the contrary to Lessor by registered mail, return receipt requested, addressed to Lessor's office within three days after receipt of such item of Equipment. The complaint shall set forth in detail the complete nature and the condition of the Equipment received. In the event of notice to Lessor by the Lessee that such Item of Equipment is not in good, safe, and serviceable condition and fit for use upon its arrival Lessor shall have the right to put such Item of Equipment in good, safe and serviceable condition and fit for use within a reasonable time, or to cancel this Lease.

3. Charges: Lessee shall pay Company on demand at the office set forth above all rental, minimum delivery pickup and other charges in accordance with this Agreement and such expenses, including reasonable attorney's fees, incurred in collecting same. Unless otherwise specifically provided herein, all rentals are made FOB the location at which the rentals are made. All shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.

3.1 Terms and Lease Rentals: The term of this Agreement shall be, with respect to each Item of Equipment, the Minimum Rental Period specified for such Item of Equipment above. Rental payments for each Item of Equipment shall be made as follows:

3.2 Minimum Rental Period of One Month or More: With respect to each Item of Equipment leased for a Minimum Rental Period of one month or more, Lessee shall pay to Lessor on the date such Item of Equipment becomes subject to this Agreement and on the same day of each and every month thereafter until the later of (a) expiration of minimum rental period is expressed above or (b) until such Item of Equipment is returned to Lessors yard (i) base rentals in the amount of the Monthly Rental Rates set forth above for such Item of Equipment and (ii) in the event such Item of Equipment was used more than 160 hours during the month preceding the payment date, additional rentals in the amount equal to 1/160 of the Monthly Rental Rate for each hour of such Item of Equipment was operated during such preceding month in excess of 160 hours.

3.3 Minimum Rental Period of Less Than One Month: With respect to each item of Equipment leased for a Minimum Rental Period of less than one month, Lessee shall pay to Lessor; (i) on the date such Item of Equipment becomes subject to this Agreement and on the same day of each of the next three weeks thereafter (unless such Item of Equipment is returned to Lessor's yard prior thereto): (a) base rentals in the amount of one-third (1/3) of the Monthly Rental Rate set forth above for such Item of Equipment; and (b) in the event such Item of Equipment was used more than 40 hours during the week preceding the payment date, additional rentals in the amount equal to 1/40 of the weekly charge for such Item of Equipment for each hour such Item of Equipment was operated during such preceding week in excess of 40 hours; and (ii) on the same day of each week thereafter beginning with the fourth week after such Item of Equipment becomes subject to this Agreement (a) base rentals in the amount of one-fourth (1/4) of the Monthly Rental Rate set forth above for such Item of Equipment and (b) in the event Item of Equipment was used more than 40 hours during the week preceding the payment date, additional rentals in the amount equal to 1/40 of the weekly charge for such Item of Equipment for each hour such Item of Equipment was operated during such preceding week in excess of 40 hours.

For purposes of the foregoing, calculation of the rental period shall commence on the date an Item of Equipment leaves Lessor's storage yard and shall terminate the later of (a) expiration of minimum rental period as expressed above or (b) until such Item of Equipment is returned to Lessor's yard. Use of an Item of Equipment for three days or more shall be deemed to constitute use of the Item of Equipment for a full week.

Time is of the essence hereof, and if Lessee shall fail to pay any rental as herein provided the full amount of rent then unpaid hereunder shall become due and payable forthwith, and Lessor may at its option, in addition to and without prejudice to any other remedy, without notice or demand and without legal process, take possession of the equipment wherever it may be located, whereupon all rights of Lessee to the Equipment shall terminate absolutely. Late or deferred payments shall bear interest at the highest contract rate permitted by law but the payment of such interest shall not waive Lessor's right to terminate this Agreement as herein set forth. This Agreement is irrevocable for the full term hereof and for the aggregate rental reserved, and the rent shall not abate by reason of termination of Lessee's right of possession for failure to observe any provision of this Agreement.

4. Use of Equipment: Equipment shall be used solely in Lessee's business and kept only at customers place of business or on jobsites shown on the reverse side hereof, and shall not be removed without prior written consent of the Company. Equipment shall be used only within its rated capacity by safe, careful and competent personnel. Lessee shall notify Company immediately of any accident or occurrence, disablement or failure involving the equipment, and properly furnish the Company in writing all information required by the Company in connection therewith. Lessee is an independent contractor and nothing contained in this Agreement shall authorize Lessee or any other person to operate any item of equipment so as to incur or impose any liability or obligation for or on behalf of Lessor.

5. The Lessee shall not sublease, subrent, assign, transfer, or pledge this agreement, the equipment, or any part of it or any interest in it.

6. Service: Lessee shall perform and pay for all normal and periodic and other basic service, adjustments and lubrication of equipment. If equipment fails to operate properly on these repairs, Lessee shall immediately cease using equipment and notify Company.

7. Insurance: Lessee shall at its own expense keep each Item of Equipment insured, at the full value thereof, against all risks of direct physical loss or damage to the Equipment, and shall likewise insure all Equipment adequately against such other risks and in such amounts as Lessor may reasonably require and with insurance companies qualified to do business in the state in which the Equipment may be located, with losses, if any, payable to Lessor. Lessee shall deliver to Lessor the policies or evidence of insurance satisfactory to Lessor. The failure of Lessee to secure or maintain such insurance shall constitute a default under this Agreement. In the event of such default, Lessor may, but shall not be obligated to, effect such insurance and an amount equal to the cost of such insurance shall be deemed additional rent to be paid forth by Lessee. LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS WILL NOT BE PROVIDED BY LESSOR UNDER ANY CIRCUMSTANCES.

8. **Indemnity: Lessee shall defend, indemnify and hold harmless the Company, its officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of any bodily injury including death, and property damage, sustained by any person or persons, including but not limited to employees of Lessee, as a result of the ownership, maintenance, use, operation, storage, erection, dismantling, servicing or transportation of the equipment or any part thereof, whether such bodily injury, death or property damage are due or claimed to be due to any negligence of the Company, employees or agents of the Company or any other person.**

9. Compliance with Law: Lessee shall at its expense comply with State, Federal and local laws and regulations affecting the equipment and its use, erection, design and transportation, including licensing and building code requirements, and shall defend, indemnify and hold Company harmless from all loss, liability or expense resulting from actual or asserted violation of any such laws, requirements or regulations. Lessee shall pay all taxes imposed by virtue of its use or possession of the equipment.

10. Rental: This is a contract of rental only and Lessee shall not be deemed an agent or employee of the Company for any purpose. Lessee shall not suffer any liens or encumbrances to attach to the equipment and shall defend, indemnify and hold the Company harmless from all loss, liability and expense by reason thereof. All operation or use of the equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement.

11. Liability: Liability of the Company for delay or failure to deliver or pickup the equipment or for failure of equipment to perform shall not exceed the rental charges herein provided for. Lessee agrees that no other remedy (including, but not limited to, claims for INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR ANY USE WHATSOEVER, OR INJURY TO PERSONS OR PROPERTY, OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR SPECIAL INCIDENTAL LOSS) shall be available to it.

12. Entire Agreement: No right of the Company under this Agreement may be waived except by written instrument signed by a duly authorized officer of the Company. This instrument expresses the entire Agreement between the parties and may not be charged orally.

13. Default: In case of default or breach of this Agreement by Lessee, or if the Company for any reason deems itself insecure, the Company may enter upon any premises where the equipment is located and render same inoperative or remove same with or without process of law and without notice or liability to Lessee, and may terminate this Agreement without prejudice to any remedies or claims which Company might otherwise have for arrears of rent, expense or retaking, court costs and reasonable attorney's fees, and in addition a sum equal to the balance of the rent and other payments called for hereunder for the remainder of the original or extended term, as the case may be, as liquidated damages and not as a penalty. Lessee shall remain liable for the equipment or for any loss or injury to the equipment, notwithstanding such termination.

14. Taxes: Lessee shall pay when due all taxes, fees, assessments, or other charges, however designated, now or hereafter levied or based upon the rentals, ownership, use, possession, leasing, operation, control, or maintenance of the Equipment, whether or not paid or payable by Company, excluding Company's income, franchise and business and occupation taxes, and shall supply Company with proof of payment satisfactory to Company at least seven (7) days before delinquency. At its option, Company may pay any tax, assessment, insurance premium, expense, repair, release, confiscation expense, lien, encumbrance, or other charge or fee payable hereunder by Lessee, and any amount so paid shall be repayable by Lessee on demand. If the Equipment is located in a jurisdiction which imposes any "Sales," "Use," or "Rental" tax, Company shall collect such tax from Lessee and remit such tax to the appropriate taxing authority or Lessee shall remit such tax directly to the appropriate taxing authority. Such requirement may only be waived if Lessee is exempt from such tax under applicable laws or regulations. Lessee is responsible for ensuring that such exemption is properly documented in accordance with such laws and regulations and that such documentation is provided to Company at the inception of this Schedule.

15. Miscellaneous: Nothing herein contained shall give or convey to Lessee any right, title or interest in and to any of the equipment leased hereunder except in the capacity as Lessee. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns, subject to all of the terms and provisions hereof.

15.1 Miscellaneous Provisions: Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the rest of this Agreement. This Agreement contains the entire understanding of the parties, and such understanding may not be modified or terminated except in writing signed by the parties. This Agreement shall be governed by the laws of the State of Texas. For purposes of interpretation, the singular shall be deemed the plural and the plural deemed singular; the forms of masculine, feminine and neuter shall be deemed one and the same.

No delay or omission to exercise any right, power or remedy accruing to Lessor upon any breach or default by Lessee under this Agreement shall impair any such right, power or remedy of Lessor, nor be construed as a waiver of any such breach or default, or of any similar breach or default thereafter occurring; nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers under this Lease must be in writing. All remedies either under this Lease or by law afforded to Lessor shall be cumulative and alternate.

In case any matter is written or typed into this printed Agreement other than such as is necessary to fill the blanks provided therein, such matter shall be deemed an addition to the Lease and it is specifically understood and agreed by the Lessee and the Lessor that such added matter is not in any manner whatsoever intended to alter the meaning or intention of the printed clauses of the Agreement and in case of conflict and inconsistency between the printed portions and the written or typed additions, the printed portions shall control and any written or typed clauses in conflict therewith shall be treated as void.

All payments due and payable at our office in Houston, Harris County, TX.
Unless otherwise indicated, equipment is FOB point of origin and return to same.
TERMS: PAYMENT DUE UPON RECEIPT OF INVOICE.