

**CHANGE ORDER
FORM**

Change Order No. 1

Date of Issuance: April 16, 2026 Effective Date: _____

Project Name: 24-Inch Highway 195 and Chaparral Road Water Line	Owner's Contract No.:
Owner: City of Killeen	Date of Contract: December 1, 2025
Contractor: Blackrock Construction	Project No.: KIL17231

You are directed to make the following changes in the Contract

Documents: Description:

- (Reference CP-001.1 & RFI-016.1): Bore crossing at Chaparral Road from STA 20+25 to STA 21+02 with 36-inch casing instead of open cut installation. Price change of \$78,966.50, no change in time.
- (Reference CP-002): Bore crossing of Chaparral Road at Taylor Renee Drive with 16-inch casing instead of open cut installation, including approximately 73 LF of bore. Price change of \$60,380.00, no change in time.
- (Reference CP-003 & RFI-011.2): Bore installation beneath culvert headwall at STA 71+27 to protect the existing structure and maintain access, including approximately 60 LF of bore. This change includes any additional pipe fittings needed for this change. Price change of \$49,620.00, no change in time.
- (Reference CP-004.1 & RFI-013): Bore installation from STA 70+86 to STA 71+92 to avoid impacts to the culvert headwall and existing water line. Price change of \$12,450.00, no change in time.
- (Reference CP-005 & RFI-004): Replace concrete curb at Whitis Parkway. Price change \$2,255.00, no change in time.
- (Reference RFI-018.1): Add additional 30 LF to Bid Item A-52 RCP 18" Diameter (Item 420) Including Concrete Rip Rap at \$248.00 per LF. Price change of \$7,440.00, no change in time.
- (Reference RCP-004.1): Change water line connection at Stagecoach Road to a hot tap. Price change of \$35,577.35, one (1) additional day.

Reason for Change Order:

- (Reference CP-001.1 & RFI-016.1): Change in installation method requiring bored casing instead of open cut installation.
- (Reference CP-002): Change in installation method requiring bored casing instead of open cut installation.
- (Reference CP-003 & RFI-011.2): Bore installation required to avoid impacts to the existing culvert headwall and maintain access.
- (Reference CP-004.1 & RFI-013): Bore installation required to avoid impacts to the existing culvert headwall and water line.
- (Reference CP-005 & RFI-004): Add Curb at Whitis Parkway. There was not a bid item for curb replacement.
- (Reference RFI-018.1): Needed to add culvert at driveway for 3111 Chaparral Road.
- (Reference RCP-004.1): Were not able to get shut-out on the existing water line to cut-in a tee per plan. Need to revise connection to a hot tap.

Attachments (list documents supporting change):

Attached are copies of CP-001.1, CP-002, CP-003, CP-004.1, CP-005, RFI-018.1, and RCP-004.1

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 9,981,018.00

Increase from previously approved Change Orders No. N/A to No. N/A:

\$ 0

Contract Price prior to this Change Order:

\$ 9,981,018.00

Original Contract Times: Working days Calendar

days Substantial completion (days): 450 (02/24/2027)

Ready for final payment (days): 480 (03/26/2027)

Increase from previously approved Change Orders No. N/A to No. N/A:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days): 450 (02/24/2027)

Ready for final payment (days): 480 (03/26/2027)

Increase of this Change Order:

\$ 246,688.82

Contract Price incorporating this Change Order:

\$ 10,227,706.82

Increase of this Change Order:

Substantial completion (days): 1


Ready for final payment (days): 1

Contract Times with all approved Change Orders:

Substantial completion (days): 451 (02/25/2027)

Ready for final payment (days): 481 (03/27/2027)

RECOMMENDED:

By: 
04/16/2026 3:47:39 PM

Engineer (Authorized Signature)

Date: April 16, 2026

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 

Contractor (Authorized Signature)

Date: 4/16/26

Project	24-Inch Highway 195 and Chaparral Road Water Line	Project Number
Owner		KIL17231-WL
Builder	Blackrock Construction	
Designer	Freese and Nichols, Inc.	
CM	Jorge Garces	

CP No.	CP-001.1	Builder Submittal No.	1
CP Description	Chaparral 36 inch Bore STA 2025 to 2102		
Specification			
Drawing / Detail			

NOTIFICATION BY BUILDER

The Builder proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment and requests that you take the following action:

Authorize the Builder to proceed with the described change. Payment will be requested at the unit price bid.

Cost Impact	\$78,966.50
Time Impact	0 Days
Attachment	CP-001.1-Chaparral 36 inch Bore STA 2025 to 2102 -Juan Izaguirre-Pending.pdf
Submitted By	Juan Izaguirre
Date	03/26/2026

CONSTRUCTION MANAGER'S RESPONSE

We respond to your request as follows:

Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.

Authorization to proceed with changes must be approved by the Owner through Change Order in accordance with the Contract Documents.

Status	Recommended for Approval
Action	No Action Required
Comments	Recommended for Approval Reference RFI-016.1

Attachments

CP-001.1-Chaparral 36 inch Bore STA 2025 to 2102 -Juan Izaguirre-Pending.pdf

Response By

Daniel Stoutenburg

Date

04/10/2026

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3/26/2026

Other than Open Cut with Casing - STA 19+82 - 21+02

CUSTOMER	City of Killeen
PROJECT	24" inch Highway 195 and Chaparral Road WL
ITEM DESCRIPTION	Proposed Water Line (Other than Open Cut)

Chaparral STA 19+82 - 21+02 w/ 36" casing

Item Description	Quantity	Unit	Rate	Total
B-09	120	LF	\$ 710.00	\$ 85,200.00
B-07	120	LF	\$ 245.00	\$ 29,400.00
B-03	-89	LF	\$ 278.50	\$ (24,786.50)
B-05	-31	LF	\$ 343.00	\$ (10,633.00)
Traffic control credit for two days	-2	LS	\$ 107.00	\$ (214.00)
TOTAL				\$ 78,966.50

TOTALS

Chaparral STA 20+25	\$	78,966.50
	\$	-
Subtotal	\$	78,966.50

CHANGE ORDER SUBTOTAL	\$	78,966.50
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Project	24-Inch Highway 195 and Chaparral Road Water Line	Project Number
Owner		KIL17231-WL
Builder	Blackrock Construction	
Designer	Freese and Nichols, Inc.	
CM	Jorge Garces	

CP No.	CP-002	Builder Submittal No.	2
CP Description	Chaparral 16 inch Bore at Taylor Renee		
Specification			
Drawing / Detail			

NOTIFICATION BY BUILDER

The Builder proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment and requests that you take the following action:

Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.

Cost Impact	\$60,380.00
Time Impact	0 Days
Attachment	CP-002-Chaparral 16 inch Bore at Taylor Renee -Juan Izaguirre-Pending.pdf
Submitted By	Juan Izaguirre
Date	03/16/2026

CONSTRUCTION MANAGER'S RESPONSE

We respond to your request as follows:

Authorization to proceed with changes must be approved by the Owner through Change Order in accordance with the Contract Documents.

Status	Recommended for Approval
Action	No Action Required
Comments	
Attachments	CP-002-Chaparral 16 inch Bore at Taylor Renee -Juan Izaguirre-Pending.pdf

Response By

Daniel Stoutenburg

Date

03/20/2026

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2/27/2026

Other than Open Cut with Casing - STA 20+25 / Taylor Renee Drive

CUSTOMER	City of Killeen
PROJECT	24" inch Highway 195 and Chaparral Road WL
ITEM DESCRIPTION	Proposed Water Line (Other than Open Cut)

Chaparral STA 20+25 - 21+02 w/ 36" casing

Item Description	Quantity	Unit	Rate	Total
B-09	77	LF	\$ 710.00	\$ 54,670.00
B-07	77	LF	\$ 245.00	\$ 18,865.00
B-03	-46	LF	\$ 278.50	\$ (12,811.00)
B-05	-31	LF	\$ 343.00	\$ (10,633.00)
Traffic control credit for two days	-2	LS	\$ 107.00	\$ (214.00)
TOTAL				\$ 49,877.00

Taylor Renee Dr with 16" casing

Item Description	Quantity	Unit	Cost Per Item	Total
A15	73	LF	\$ 885.00	\$ 64,605.00
A10	73	LF	\$ 120.00	\$ 8,760.00
A08	-33	LF	\$ 145.00	\$ (4,785.00)
A09	-40	LF	\$ 205.00	\$ (8,200.00)
TOTAL				\$ 60,380.00

TOTALS

Chaparral STA 20+25	\$	49,877.00
Chaparral at Taylor Renee Dr	\$	60,380.00
Subtotal	\$	110,257.00

CHANGE ORDER SUBTOTAL	\$	110,257.00
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Project	24-Inch Highway 195 and Chaparral Road Water Line	Project Number
Owner		KIL17231-WL
Builder	Blackrock Construction	
Designer	Freese and Nichols, Inc.	
CM	Jorge Garces	

CP No.	CP-003	Builder Submittal No.	3
CP Description	Tower Hill Bore		
Specification			
Drawing / Detail			

NOTIFICATION BY BUILDER

The Builder proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment and requests that you take the following action:

Authorize the Builder to proceed with the described change. Payment will be requested at the unit price bid.

Cost Impact	\$49,620.00
Time Impact	0 Days
Attachment	CP-003-Tower Hill Bore -Juan Izaguirre-Pending.pdf
Submitted By	Juan Izaguirre
Date	03/16/2026

CONSTRUCTION MANAGER'S RESPONSE

We respond to your request as follows:

Authorization to proceed with changes must be approved by the Owner through Change Order in accordance with the Contract Documents.

Status	Recommended for Approval
Action	No Action Required
Comments	Note as discussed in the meeting on March 17, 2026, this change order amount included any additional pipe fittings that are needed to make the connection. Be sure to mark the changes in the As-Built redline drawings.
Attachments	CP-003-Tower Hill Bore -Juan Izaguirre-Pending.pdf

Response By

Daniel Stoutenburg

Date

03/20/2026

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3/10/2026

RFI # 11 - Conflict at STA 71+27 with Existing Storm Culvert

CUSTOMER	City of Killeen
PROJECT	24" inch Highway 195 and Chaparral Road WL
ITEM DESCRIPTION	60LF Bore Under Headwall

SH195 36" casing

Item Description	Quantity	Unit	Rate	Total
B-09	60	LF	\$ 710.00	\$ 42,600.00
B-07	60	LF	\$ 375.00	\$ 22,500.00
B-02	-60	LF	\$ 258.00	\$ (15,480.00)
				\$ -
				\$ -
TOTAL				\$ 49,620.00

Item Description	Quantity	Unit	Cost Per Item	Total
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL				\$ -

TOTALS

SH195 Bore	\$ 49,620.00
	\$ -
Subtotal	\$ 49,620.00

CHANGE ORDER SUBTOTAL	\$ 49,620.00
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RFI # 11

Description of Issue:

During field verification and layout, we identified a conflict between the proposed ductile iron pipe (DIP) alignment and an existing storm culvert.

Per the construction plans, the proposed installation method at this location is open cut. The proposed DIP alignment crosses directly beneath the existing culvert.

- Existing culvert depth: Approximately **7 feet** from top of ground to bottom of culvert.
- Proposed DIP depth: Approximately **11–12 feet** from top of ground.

Based on these elevations, the proposed pipe would be installed approximately **4–5 feet below the existing culvert**. Performing an open cut at this depth would undermine the existing culvert structure and may compromise its stability and integrity.

Proposed Solution:

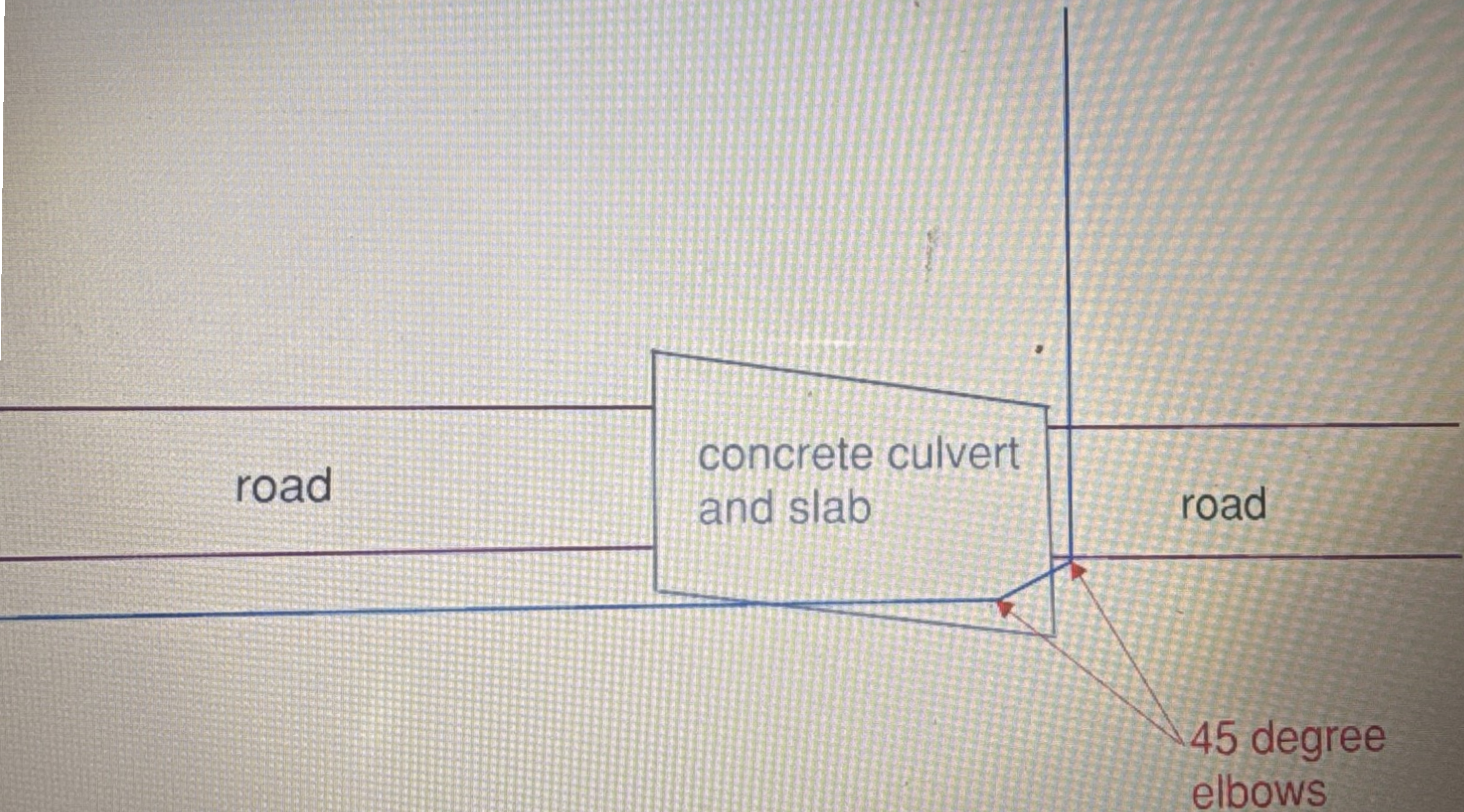
To avoid disturbing or undermining the existing culvert, we propose to **bore approximately 60 linear feet beneath the culvert** in lieu of open cut installation at this location.

This approach would maintain the integrity of the existing structure and reduce the risk associated with excavation below the culvert.

Request:

Please review and advise if the proposed bore of 60 LF beneath the culvert is acceptable, or provide alternate direction for proceeding at this crossing.

Work in this area cannot proceed until clarification and direction are provided.







Project	24-Inch Highway 195 and Chaparral Road Water Line	Project Number
Owner		KIL17231-WL
Builder	Blackrock Construction	
Designer	Freese and Nichols, Inc.	
CM	Jorge Garces	

CP No.	CP-004.1	Builder Submittal No.	4
CP Description	Chaparral Bore STA 7086 to 7192		
Specification			
Drawing / Detail			

NOTIFICATION BY BUILDER

The Builder proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment and requests that you take the following action:

Authorize the Builder to proceed with the described change. Payment will be requested at the unit price bid.

Cost Impact	\$12,450.00		
Time Impact	0 Days		
Attachment	CP-004.1-Chaparral Bore STA 7086 to 7192-Juan Izaguirre-Pending.pdf		
Submitted By	Juan Izaguirre	Date	03/20/2026

CONSTRUCTION MANAGER'S RESPONSE

We respond to your request as follows:

Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.

Authorization to proceed with changes must be approved by the Owner through Change Order in accordance with the Contract Documents.

Status	Recommended for Approval		
Action	Final Distribution		
Comments			
Attachments	CP-004.1-Chaparral Bore STA 7086 to 7192-Juan Izaguirre-Pending.pdf		

Response By

Jorge Garces

Date

03/31/2026

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3/10/2026

RFI # 13 - Conflict with Open Cut on Chaparral at STA 70+86 - 71+92

CUSTOMER	City of Killeen
PROJECT	24" inch Highway 195 and Chaparral Road WL
ITEM DESCRIPTION	30LF Bore Under Creek

Chaparral Bore 36" casing

Item Description	Quantity	Unit	Rate	Total
B-09	30	LF	\$ 710.00	\$ 21,300.00
B-07	30	LF	\$ 375.00	\$ 11,250.00
A-16	-30	LF	\$ 295.00	\$ (8,850.00)
				\$ -
				\$ -
TOTAL				\$ 22,700.00

Item Description	Quantity	Unit	Cost Per Item	Total
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL				\$ -

TOTALS

Chaparral Bore	\$ 22,700.00
	\$ -
Subtotal	\$ 22,700.00

CHANGE ORDER SUBTOTAL	\$ 22,700.00
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\$12,450.00



BRCT LLC dba Blackrock Construction
 2400 Highway 287 N, Suite 100
 Mansfield, Texas 76063
 P: (817) 240-8539

**Project: 2508 City of Killeen 24 Inch Highway 195 and
 Chaparral Road Water Line**
 2540 Chaparral Rd
 Killeen, Texas 76542

RFI #13: Conflict with Open Cut on Chaparral at STA 70+86 - 71+92

Revision	0	Status	Open
To	Juan Izaguirre (BRCT LLC)	From	Juan Izaguirre (BRCT LLC) 2400 US Hwy 287 N Suite 100 Mansfield, Texas 76063
Date Initiated	Feb 18, 2026	Due Date	Feb 23, 2026
Location		Project Stage	
Cost Impact		Schedule Impact	
Spec Section	400 - DRAINAGE SPECIFICATIONS	Cost Code	
Drawing Number		Reference	
Linked Drawings			
Received From			
Copies To	Dustin Hightower (BRCT LLC), Dillon Hughes (BRCT LLC), Daniel Pepi (BRCT LLC), Jeff Richardson (BRCT LLC)		

Activity

Question

Question from Juan Izaguirre BRCT LLC on Wednesday, Feb 18, 2026 at 12:02 PM CST

We are requesting clarification regarding the proposed installation at the location where the plans indicate open cut beneath two existing CMPs with a concrete headwall structure.

Per the drawings, the proposed pipe is to be installed by open cut underneath the existing CMPs. However, field conditions indicate that this is not feasible. The length and footprint of the existing concrete headwall prevent safe excavation beneath the structure. Attempting to excavate under the headwall would:

- Require undermining the existing concrete structure
- Pose a significant safety concern due to the weight of the headwall
- Risk compromising the structural integrity of the headwall and existing CMPs

Based on these conditions, open cut installation at this location is not practical or safe.

We propose to bore underneath the existing CMPs and headwall. Boring would avoid disturbance to the existing structure, maintain its integrity, and provide a safer and more constructible solution.

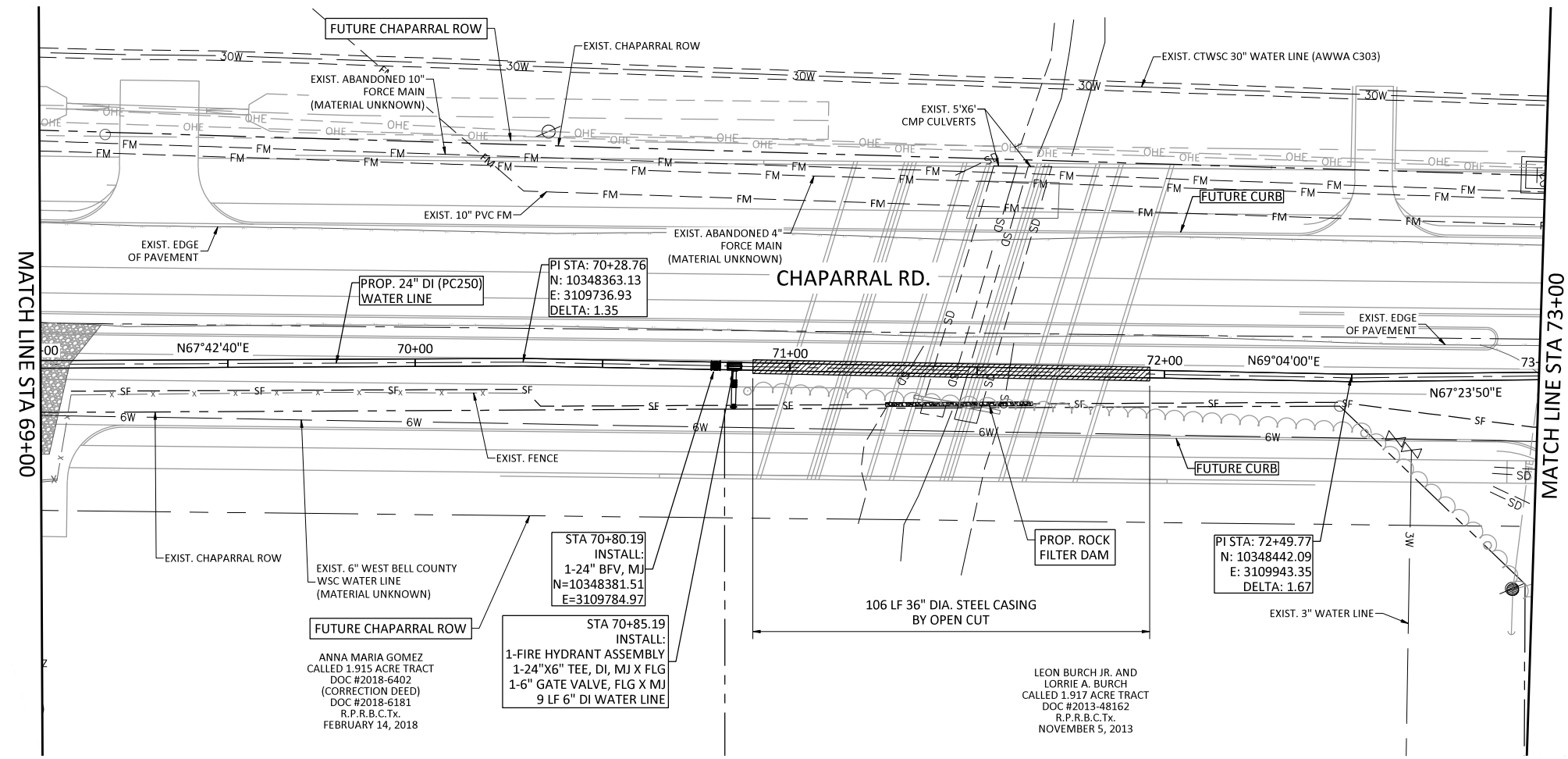
Please review and advise if the proposed bore method is acceptable or provide direction on how to proceed.

Attachments

[IMG_9063.jpeg](#), [IMG_9062.jpeg](#), [IMG_9061.jpeg](#), [rfi 13.1.jpg](#)

Awaiting an Official Response

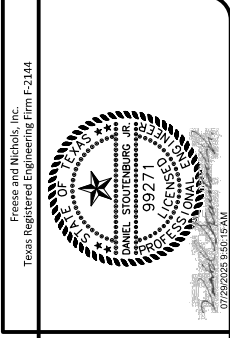
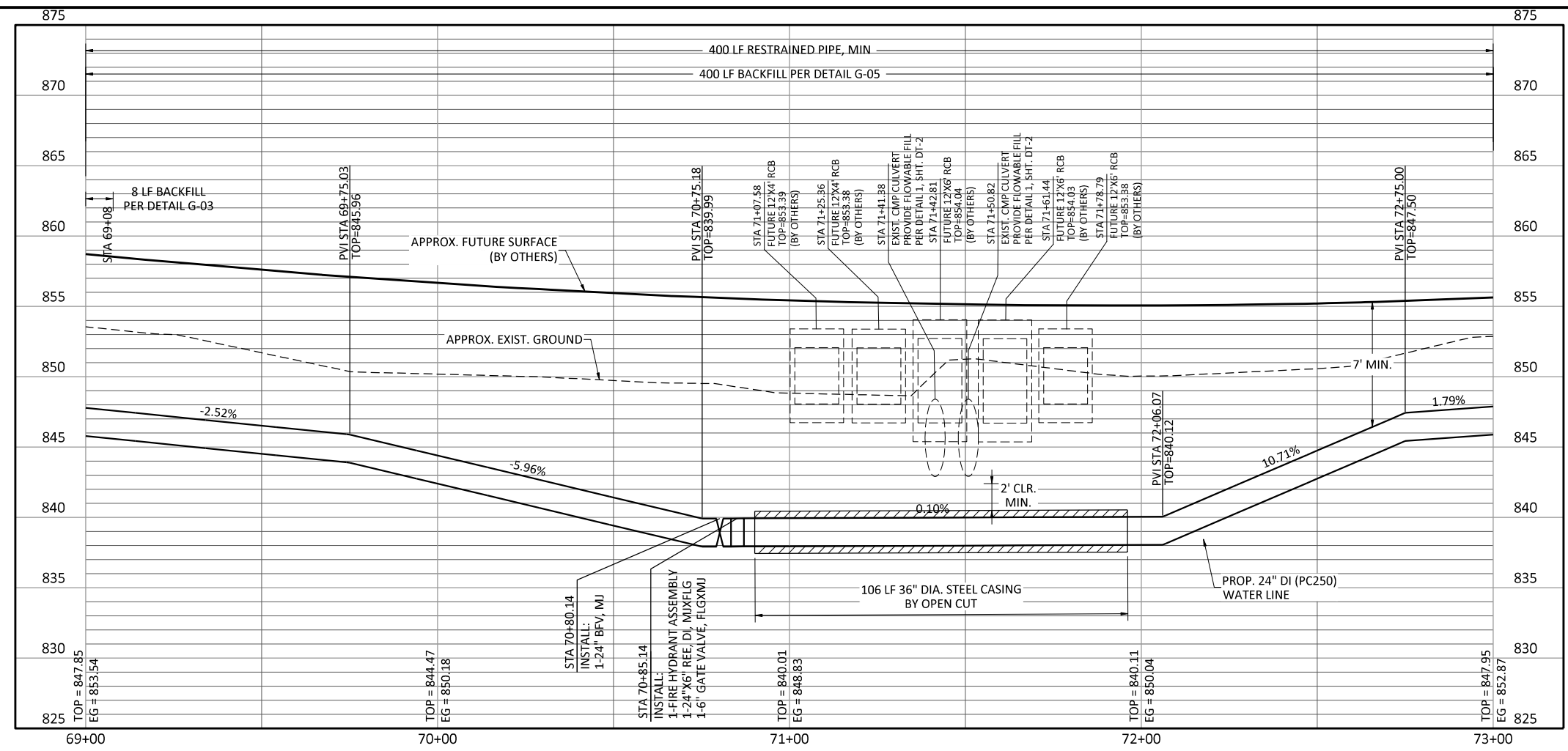
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 Last Saved: 7/28/2025 5:18 PM. Saved By: 02568



NOTES:

- CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.

CAUTION!!!
 UNDERGROUND GAS, WATER, ELECTRIC, TELEPHONE, CABLE TV AND OTHER UTILITIES MAY EXIST WITHIN THE WORK AREA. THE UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE AND FOR INFORMATION ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO THE UTILITIES CAUSED BY THE CONTRACTOR'S OPERATION



FREES & NICHOLS
 10431 Morado Circle Building 5
 Suite 300 Austin, Texas 78759
 Phone: (512) 617-3100
 Web: www.freese.com

CITY OF KILLEEN, TEXAS
**24 INCH HIGHWAY 195 AND
 CHAPARRAL ROAD WATER LINE**
 CIVIL
**WATER LINE PLAN AND PROFILE
 STA. 69+00 TO STA. 73+00**

NO.	ISSUE	BY	DATE	REVISED	FILE NAME
0	VERIFY SCALE				WTU-PP-WTR03.dwg
1	Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.				

DESIGNED: DGS
 DRAWN: DDH
 CHECKED: DGS
 DATE: FEB 2022

SHEET **WL-16**
 SEQ.

Project	24-Inch Highway 195 and Chaparral Road Water Line	Project Number
Owner		KIL17231-WL
Builder	Blackrock Construction	
Designer	Freese and Nichols, Inc.	
CM	Jorge Garces	

CP No.	CP-005	Builder Submittal No.
CP Description	Whitis Parkway Curb Replacement	
Specification		
Drawing / Detail		

NOTIFICATION BY BUILDER

The Builder proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment and requests that you take the following action:

Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.

Cost Impact	\$2,255.00
Time Impact	0 Days
Attachment	CP-005-Whitis Parkway Curb Replacement-Daniel Stoutenburg-Pending.pdf
Submitted By	Daniel Stoutenburg
Date	04/16/2026

CONSTRUCTION MANAGER'S RESPONSE

We respond to your request as follows:

Authorization to proceed with changes must be approved by the Owner through Change Order in accordance with the Contract Documents.

Status	Recommended for Approval
Action	Final Distribution
Comments	
Attachments	CP-005-Whitis Parkway Curb Replacement-Daniel Stoutenburg-Pending.pdf

Response By

Daniel Stoutenburg

Date

04/16/2026

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CHANGE ORDER REQUEST

CUSTOMER City of Killeen
 ADDRESS _____
 CITY, STATE Killeen , Texas
 4/10/2026
 PROJECT: 24" Highway 195 and Chaparral Road Water Line
Whitis Parkway Curb Replacement

Material

Material Description	Quantity	Unit	Cost Per Item	Total
TOTAL				\$ -

Labor

Labor Description	Quantity	Unit	Cost Per Item	Total
TOTAL				\$ -

Equipment

Equipment Description	Quantity	Unit	Cost Per Item	Total
TOTAL				\$ -

Subcontractor

Subcontractor Description	Quantity	Unit	Cost Per Item	Total
Concrete Sub	8	LF	\$ 250.00	\$ 2,000.00
TOTAL				\$ 2,000.00

TOTALS

Material:	\$ -
Labor:	\$ -
Equipment	\$ -
Subcontractor	\$ 2,000.00
Subtotal	\$ 2,000.00
Mark-Up (10%)	\$ 200.00
Subtotal	\$ 200.00
CHANGE ORDER SUBTOTAL	\$ 2,200.00
Bond Increase (2.5%)	\$ 55.00
GRAND TOTAL	\$ 2,255.00

ADDITIONAL CALENDAR DAYS REQUESTED: 1 days

SUBMITTED BY: Juan Izaguirre DATE: 04/10/2026
 TITLE: Project Manager

Project	24-Inch Highway 195 and Chaparral Road Water Line	Project Number	
Owner		KIL17231-WL	
Builder	Blackrock Construction		
Designer	Freese and Nichols, Inc.		
CM	Jorge Garces		
RFI No.	RFI-018.1	Builder Submittal No.	18
Specification	400		
Drawing / Detail			
Builder Requests: Information for the items described below or in the attached material referenced below:			
<p>We have reviewed the plans and noted that they do not indicate replacement of the existing culvert at 3111 Chaparral Rd.</p> <p>Based on field conditions, we believe that replacing the culvert will be necessary to properly complete the work and to ensure proper drainage. Additionally, the property owner has requested that the culvert be replaced, as one previously existed at this location.</p>			
Builder's Proposed Solution:			
30 LF was installed at this location.			
Attachment	RFI-018-3111 Chaparral Rd - 18inch RCP -Juan Izaguirre-Pending.pdf		
Requested By	Juan Izaguirre	Date	04/13/2026
Response: Information for the items described above or in the attached material referenced:			
Status	Filed as Received		
Action	No Action Required		
Attachments	RFI-018-3111 Chaparral Rd - 18inch RCP -Juan Izaguirre-Pending.pdf		
Response By	Daniel Stoutenburg	Date	04/15/2026

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BRCT LLC dba Blackrock Construction
 2400 Highway 287 N, Suite 100
 Mansfield, Texas 76063
 P: (817) 240-8539

**Project: 2508 City of Killeen 24 Inch Highway 195 and
 Chaparral Road Water Line**
 2540 Chaparral Rd
 Killeen, Texas 76542

RFI #18: 3111 Chaparral Rd- Needs 18" RCP

Revision	0	Status	Open
To	Juan Izaguirre (BRCT LLC)	From	Juan Izaguirre (BRCT LLC) 2400 US Hwy 287 N Suite 100 Mansfield, Texas 76063
Date Initiated	Apr 9, 2026	Due Date	Apr 14, 2026
Location		Project Stage	
Cost Impact		Schedule Impact	
Spec Section	400 - DRAINAGE SPECIFICATIONS	Cost Code	
Drawing Number		Reference	
Linked Drawings			
Received From			
Copies To	Dustin Hightower (BRCT LLC), Dillon Hughes (BRCT LLC), Daniel Pepi (BRCT LLC), Jeff Richardson (BRCT LLC)		

Activity

Question

Question from Juan Izaguirre BRCT LLC on Thursday, Apr 9, 2026 at 10:46 AM CDT

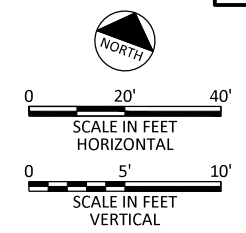
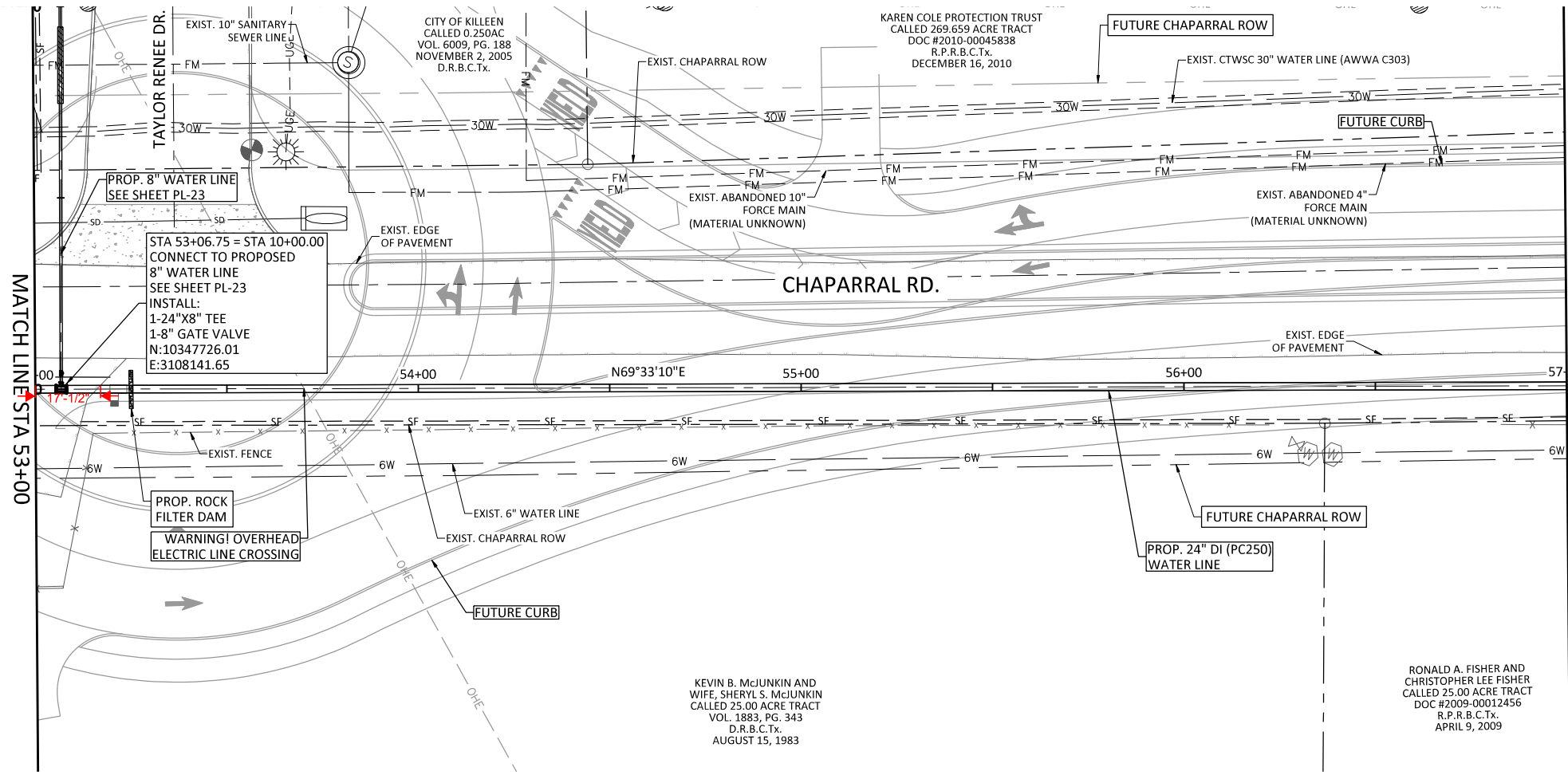
We have reviewed the plans and noted that they do not indicate replacement of the existing culvert at 3111 Chaparral Rd. Based on field conditions, we believe that replacing the culvert will be necessary to properly complete the work and to ensure proper drainage. Additionally, the property owner has requested that the culvert be replaced, as one previously existed at this location.

We propose replacing it with an 18-inch RCP, pending your approval. Please confirm if you are agreeable to this approach, including overrunning the associated bid item.

Let us know how you would like to proceed or if you need any additional information.

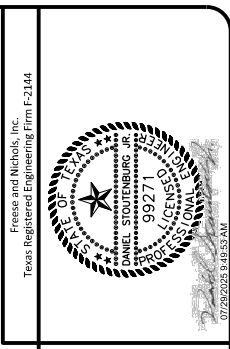
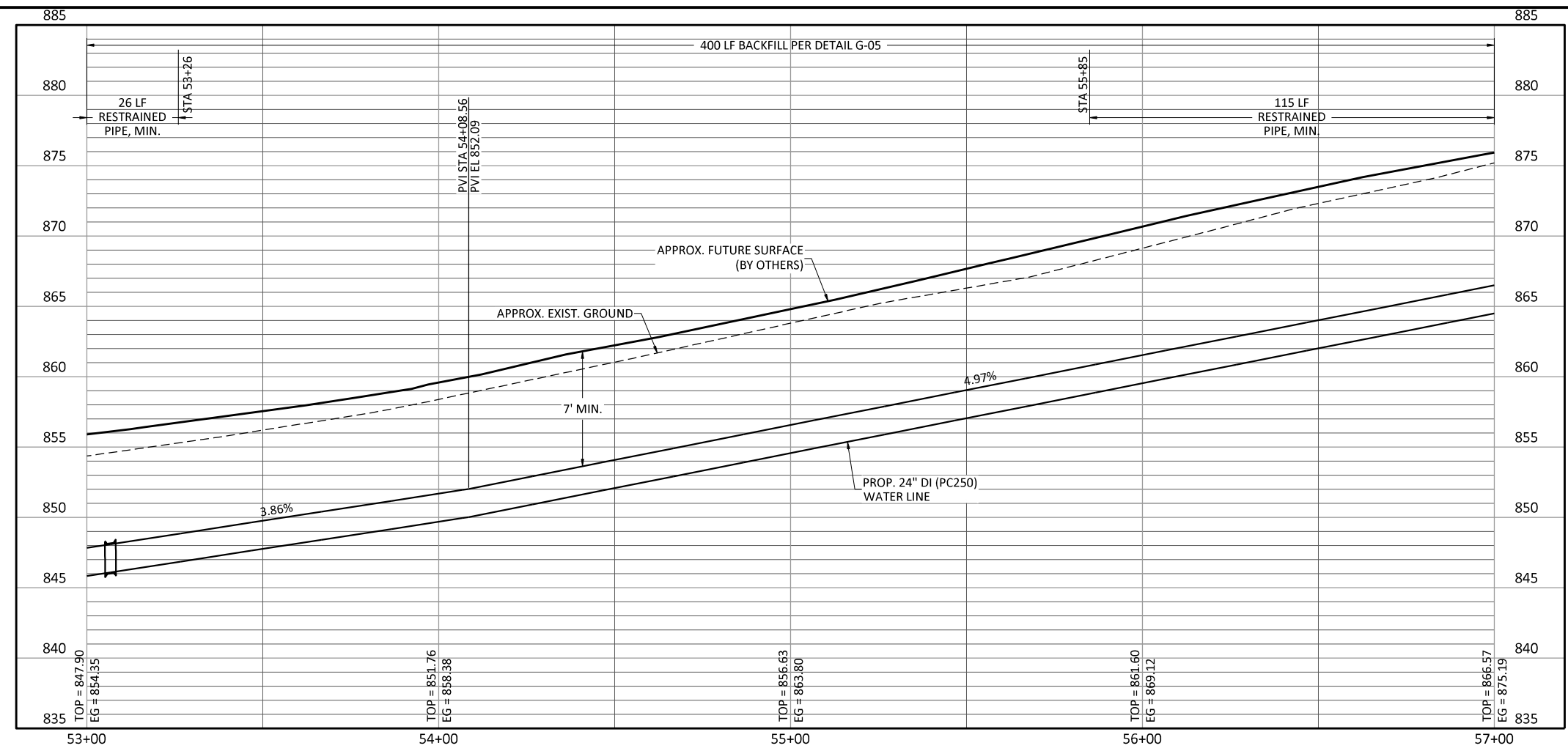
Attachments
[3111 Chaparral Rd.pdf](#), [WL12.pdf](#)

Awaiting an Official Response



- NOTES:
- CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.

CAUTION!!!
 UNDERGROUND GAS, WATER, ELECTRIC, TELEPHONE, CABLE TV AND OTHER UTILITIES MAY EXIST WITHIN THE WORK AREA. THE UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE AND FOR INFORMATION ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO THE UTILITIES CAUSED BY THE CONTRACTOR'S OPERATION



FREES & NICHOLS
 10431 Morado Circle Building 5
 Austin, Texas 78759
 Phone: (512) 617-3100
 Web: www.freese.com

CITY OF KILLEEN, TEXAS
**24 INCH HIGHWAY 195 AND
 CHAPARRAL ROAD WATER LINE**
 WATER LINE PLAN AND PROFILE
 STA. 53+00 TO STA. 57+00

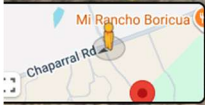
NO.	ISSUE	BY	DATE	FRN JOB NO.	DATE	DESIGNED	DRAWN	REVISION	CHECKED	FILE NAME
				KIL17231	FEB 2022	DGS	DDH		DGS	WTL-PP-WTR03.dwg

VERIFY SCALE: 1" = 10' (Horizontal), 1" = 10' (Vertical)
 Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

SHEET: **WL-12**
 SEQ.

ACAD Ref: 24.2s (LMS Tech)
 Filename: N:\WTL\BP_#4\Drawings\WTL-PP-WTR03.dwg
 Last Saved: 7/28/2025 5:18 PM. Saved By: 02568

Mar 2024 See more dates



Google Maps

Project	24-Inch Highway 195 and Chaparral Road Water Line	Project Number	
Owner			KIL17231-WL
Builder	Blackrock Construction		
Designer	Freese and Nichols, Inc.		
CM	Jorge Garces		

RCP No.	RCP-004.1	Builder Submittal No.	2.1
Specification	601 & 603		
Drawing / Detail	C15		

NOTIFICATION TO BUILDER

The Owner proposes to make the following additions, modifications or deletions to the work described in the Contract Documents. Authorization to proceed with these changes must be approved by Field Order or Change Order in accordance with the Contract Documents, prior to commencing the work involved.

Submit a Price/Credit Proposal with detailed cost breakdown of labor, materials, equipment and all other costs related to this change. Impacts on Contract Time shall be shown in a revised schedule, included with the submitted proposal.

Comments There were issues with getting shut out on the vales on the existing 20-inch water line along Stagecoach Road. Please provide pricing to change connection at Sta 143+19.95 from cutting in a 20-inch Tee to a 20-inch by 16-inch Tapping Sleeve and Valve. Include at 16-inch by 24-inch reducer, and credit for 20-inch gate valve.

Attachment

Submitted By	Daniel Stoutenburg	Date	04/16/2026
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BUILDER'S RESPONSE

We respond to your request as follows:

We submit the attached Price/Credit Proposal with detailed cost breakdown and revised schedule for performing the described change.

Cost Impact	-\$69,337.35 -\$35,577.35 (see attached)
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Time Impact	1 Days
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Comments There were issues with getting shut out on the vales on the existing 20-inch water line along Stagecoach Road. Please provide pricing to change connection at Sta

143+19.95 from cutting in a 20-inch Tee to a 20-inch by 16-inch Tapping Sleeve and Valve. Include at 16-inch by 24-inch reducer, and credit for 20-inch gate valve.

Attachments

RCP-004.1-Changed Connection at Stagecoach Road from cut in tee to hot tap-
Juan Izaguirre-Pending.pdf

CONSTRUCTION MANAGER'S RESPONSE

Status Change Order will be Issued

Action No Action Required

Comments

Returned By Daniel Stoutenburg **Date** 04/16/2026

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CHANGE ORDER REQUEST

CUSTOMER City of Killeen
 ADDRESS 3201 S W S Young Dr
 CITY, STATE Killeen , Texas
 4/15/2026
 PROJECT: 24" Highway 195 and Chaparral Road Water Line
 Hot Tap @ STA 143+19.98 on Exist 20" DI WL

Material

Material Description	Quantity	UOM	Unit Price	Total
Benmark	1	LS	\$ 41,943.26	\$ 41,943.26
Concrete	6	CY	\$ 200.00	\$ 1,200.00
Restocking Fee 15%	1	LS	\$ 3,783.00	\$ 3,783.00
TOTAL				\$ 46,926.26

Labor

Labor Description	Pieces	Quantity	UOM	Unit Price	Total
Foreman	1	20	Hours	\$ 60.00	\$ 1,200.00
Pipe Layer	1	20	Hours	\$ 50.00	\$ 1,000.00
Operator	2	20	Hours	\$ 45.00	\$ 1,800.00
Laborer	2	20	Hours	\$ 40.00	\$ 1,600.00
					\$ -
					\$ -
TOTAL					\$ 5,600.00

Equipment

Equipment Description	Quantity	UOM	Unit Price	Total
John Deer 345	16	Hours	\$ 125.00	\$ 2,000.00
Roller	16	Hours	\$ 50.00	\$ 800.00
Work Truck	16	Hours	\$ 35.00	\$ 560.00
Loader	16	Hours	\$ 40.00	\$ 640.00
TOTAL				\$ 4,000.00

Subcontractor

Subcontractor Description	Quantity	Unit	Cost Per Item	Total
Hot Tap	1	LS	\$ 3,263.00	\$ 3,263.00
TOTAL				\$ 3,263.00

TOTALS

Material:	\$ 46,926.26
Labor:	\$ 5,600.00
Equipment	\$ 4,000.00
Subcontractor	\$ 3,263.00
Subtotal	\$ 59,789.26
Mark-Up (15%)	\$ 8,478.94
Mark-Up (5%)	\$ 163.15
Bond Increase 2.5%	\$ 906.00
Subtotal	\$ 9,548.09

CHANGE ORDER SUBTOTAL	\$ 69,337.35
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TOTAL	\$ 69,337.35
Credit -Item A-28 - 20" Wet Connectio	\$ (8,700.00)
Credit -Item A-21 20" GV	\$ (25,060.00)
GRAND TOTAL	\$ 35,577.35

ADDITIONAL CALENDAR DAYS REQUESTED: 1 days

04/16/2026

SUBMITTED BY:
TITLE:

Juan Izaguirre
Project Manager

DATE



To: Blackrock
 From: Garrett Venner
 Re: Chaparal Rd

Date: 4/10/2026
 Terms: Net 30

Change Order

Item 1:	1 ea 20" Tie In		
	1 ea 20" X 16" Tapping Sleeve FL	\$15,655.00 ea	\$15,655.00
	1 ea 16" Gate Valve MJ X FL W/ Spur	\$17,142.00 ea	\$17,142.00
	1 ea 16" X 24" MJ Reducer	\$1,811.26 ea	\$1,811.26
	1 ea 16" MJ Long Sleeve	\$1,600.00 ea	\$1,600.00
	5 ea 16" Restraint Gland for DI	\$285.00 ea	\$1,425.00
	5 ea 16" MJ Accessory Kit	\$85.00 ea	\$425.00
	1 ea 16" Flange Bolt and Gasket Set	\$160.00 ea	\$160.00
	1 ea 24" Restraint Gland for DI	\$685.00 ea	\$685.00
	1 ea 24" MJ Accessory Kit	\$135.00 ea	\$135.00
	1 ea Adjustable Valve Box Assembly	\$105.00 ea	\$105.00
	1 ea Total Net Price This Item	\$39,143.26 ea	\$39,143.26

Item 2:	20 ft 16" CL250 DI Pipe		
	20 ft 16" CL250 DI Pipe	\$140.00 ft	\$2,800.00
	20 ft Total Net Price This Item	\$140.00 ft	\$2,800.00

Total Net Price For All Items Listed Above **\$41,943.26**

Due to uncertainty in the market, all quotes are subject to review at time of shipment.
 Concrete does not include any linings or coatings.
 Pricing is subject to review with any deletions to bid.
 Applicable sales tax NOT INCLUDED.

If you have any questions, please feel free to call estimating at 512-944-7030

Thanks for being our customer,
 Garrett Venner



Quote Number RPLS26-420

Rangeline Pipeline Services QUOTATION FOR PRODUCTS / SERVICES

Quote Number RPLS26-420 REV-1
Date April 15, 2026
Project Name 20 x 20 Tap
Project Location Killeen, Texas
Bid Date
Company Name Black Rock Construction
Attention Juan

juan@blackrockconstructiontx.com

FOR INFORMATION AND TO PLACE AN ORDER

1. Reference this Quote Number RPLS26-420
2. Review, complete and submit the Rangeline Pipeline Services attachments
3. Contact
Kyle Nelson
817-239-8536
kyle@rangeline.com
Rangeline Pipeline Services

9204 US-287
Fort Worth, TX 76131

Take-offs are provided as a courtesy only and we make no representation or warranty regarding their accuracy or completeness. You therefore remain responsible for verifying our calculations prior to manufacture and shipment. Any changes to the listed materials must be negotiated and will be charged based on our Standard Pricing.

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Quote Number RPLS26-420

Rangeline Pipeline Services will perform the following Wet Taps:

Quantity	Description	Unit Price	Total
1	20" x 16" DIP WM Test and Tap	\$3,263.00	\$3,263.00

Prices are based on the following below:

- Rangeline Pipeline Services cannot guarantee that shaving will not get caught in the tapping valve nor can Rangeline Pipeline Services be held responsible for any shavings caught in the valve during the tapping process.
- If the project is cancelled after NON-AIS(standard) materials are ordered, there will be a restocking fee.
- Please allow (7 - 14 days) notice for scheduling after receipt of materials to ensure availability. Projects that require shorter lead times may incur additional charges.
- If the type of pipe changes from what we have quoted above, prices and scheduling may vary. Contractor or Municipality is responsible for verifying the type of pipe and it's O.D.
- Price does not include "Sales Tax" on supplied material(s), Rangeline Pipeline Services will collect applicable sales tax based on the city and state tax rates in effect where the work is being performed.
- Rangeline Pipeline Services may require a pre-construction meeting or site visit prior to scheduling any services.
- Normal daytime hours (7:00AM- 7:00 PM) Monday through Friday. Technician(s) will have a \$315.00 per hour after hours charge, portal-to-portal. Additional Expenses will be charged at our cost plus 20%.
- Rangeline Pipeline Services will allow (1) Mobilizations/De-Mobilizations to the jobsite. Additional trips will be \$905.00 per trip. Mobilization charges are applied when the technician leaves the shop or jobsite to start or after completion of the project.
- If Rangeline Pipeline Services arrives at the jobsite to perform scheduled work that does not get performed, through no fault of Rangeline Pipeline Services Group, an additional trip charge will be charged regardless of the number of Mobilizations allowed for the scheduled work.
- Canceling a scheduled project after the technician(s) have left the shop will result in a Cancellation Fee, please refer to Terms and Conditions. This includes weather related cancellations.
- Stand-by charges will be billed at \$210.00 per hour / per technician during normal daytime hours and \$315.00 per hour / per technician during afterhours.
- Stand-by charges for equipment on the truck from portal-to-portal at \$1,250.00/per day.
- Pricing includes a standard 15-minute pressure test of all tapping sleeves and line stop fittings. If the pressure test is required to be longer than 15 minutes, additional charges will be billed at \$210.00 per hour. When customer installs material and it does not pass the standard 15-minute pressure test, all Rangeline Pipeline Services labor will be billed at \$210.00/hr.
- Additional charges may be added for ID badges, security check-in or job postponements due to site events.
- Above costs do not include office expense for extensive contract agreements.
- Sub-Contract agreements (when required) must be received by Rangeline Pipeline Services prior to starting work. Rangeline Pipeline Services will not be responsible for meeting any requirements stated in a Sub-Contract agreement after the proposed work has begun.
- Certificates of insurance with contractor as a certificate holder can be provided at no cost. Adding contractor as additional insured cannot be done unless we have a written contract with your company. Coverage required above the limits of our policy is not included.
- If, after the date of this Quote/Purchase Order, any new or increased tariffs, duties, or other imposed costs on

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NM License #418752



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Quote Number RPLS26-420

materials used in the work become effective, the Contract Price shall be equitably adjusted to reflect the actual, documented increase in cost to the Contractor. The Contractor shall promptly notify the [Owner/Buyer] of any such cost impact and provide reasonable supporting documentation. If the parties are unable to agree upon an adjusted price within [15] days of such notice, the Contractor shall be entitled to adjust the Contract Price accordingly and shall be entitled to an extension of time if such tariffs, duties, or imposed costs result in material shortages or delays. In the event of a prolonged delay or continued inability to agree upon an adjusted price, the Contractor may, upon written notice, suspend performance until the matter is resolved.

- Quotation is valid for 14 days.
- No retainage allowed.

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Quote Number RPLS26-420

CUSTOMER IS RESPONSIBLE FOR THE FOLLOWING:

- Excavating, de-watering, shoring, and/or scaffolding of job area, all of which must comply with OSHA standards.
- 12' extension ladder, light pole, and pump for de-watering.
- Scheduling inspectors and obtaining permits as necessary.
- Labor assistance of _1_ man to be supervised by Rangeline Pipeline Services Technician(s).
- Lifting equipment and an air compressor (CFM 185 when required) with personnel to operate.
- Providing a water source for Pressure Testing materials.
- Concrete support for the Tapping Sleeve if required.
- Concrete support for the Valve if required.
- O.D. measurements prior to scheduling.

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Rangeline Pipeline Services - Terms and Conditions

1. **Rangeline Pipeline Services** has issued this quotation based upon all information provided by the Customer.
2. All prices quoted are subject to current sales and use taxes. Any increase or enactment of new sales, use, excise or similar taxes shall be passed onto the account of Customer. The price does not include any amounts for changes in taxes, tariffs, or other similar charges that are enacted after the date of this Quotation. Subcontractor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes, including, without limitation, escalation, delay damages, cost to re-procure, cost to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes.
3. The prices quoted above are based upon the quantities, sizes and operating conditions as listed above. Any changes in quantities, sizes or operating conditions of the system will void this quotation and a new quotation will be issued on the basis of changed information or operating conditions. Any projects that are booked and in progress that require changes in the quantities, sizes and/or operating conditions that differ with this quotation will be subject to pricing changes based upon new data related to the project.
4. In the case of unusual or non-typical pipe variations the Customer will be subject to additional costs.
5. The base price quoted is the minimum charge for the number of days allowed and is not subject to pro-ration for work completed early. Time onsite for calculating the base period and the additional days commences the day the technician or equipment are on the job site and ends when equipment leaves the jobsite or the customer's custody. Any additional days the equipment is on the jobsite will be paid by the customer at the per day charge quoted. For jobsite or travel days that fall on weekends or holidays, the price quoted will be increased accordingly to reflect our weekend or holiday pricing.
6. Rangeline Pipeline Services shall not be held liable for any back charges without prior written consent of Rangeline Pipeline Services. Rangeline Pipeline Services does not guarantee that the placement of the Line Stop head(s) into the pipe system the first time will provide a "Workable" shutdown. In the event it is necessary for Rangeline Pipeline Services to remove the Line Stop head and replace a seal and make any adjustments to the head/equipment such activity shall not be considered a delay of work at the job site. If the Line Stopper cannot be removed an additional Line Stop will be needed and be performed at the customers expense.
7. Rangeline Pipeline Services makes every effort to ensure "OSHA" safe working conditions for its employees. Customer agrees and shall provide Rangeline Pipeline Services employees with OSHA safe working conditions prior to entering the workplace.
8. The work site location must be accessible by a suitable roadway from a public highway. If the jobsite location or site conditions require barricades, traffic control or assistance, the Customer must furnish barricades and assistance.
9. Rangeline Pipeline Services cannot take responsibility for actions other than its own employees. Rangeline Pipeline Services will be liable and will hold Customer harmless from the compensatory but not consequential damages caused solely by defect in Rangeline Pipeline Services's equipment or caused solely by the negligence of Rangeline Pipeline Services employees in the operation of the equipment. All other losses, costs, expenses, liability, or damages arising from or connected with the performance of the work will not be the responsibility of Rangeline Pipeline Services and customer will indemnify and hold Rangeline Pipeline Services harmless there from.
10. Rangeline Pipeline Services makes no warranty on any purchased products. Please refer to manufacturer for details on warranty.
11. Manufacturers of Valve Inserts do not guarantee a 100% shutdown. Rangeline Pipeline Services cannot exceed the Manufacturers' guarantee of valve performance. We install all valve inserts as per manufacturers' specified procedures. NOTE: Valve Inserts are not designed to be pressure tested against. A 30% restocking fee will be assessed for all returned Valves and fittings.
12. In the case of unusual line stopping conditions, Rangeline Pipeline Services may require an owner of the piping system or their representative to be present during the pressure testing of materials and insertion of the Line Stop into their system
13. Rangeline Pipeline Services will provide Tapping, Line Stopping equipment and a technician to operate equipment. Customer is responsible for providing all other equipment, supervision and labor necessary to complete the work including inspection, testing, safety and control equipment, lifting and moving equipment, etc.



14. Customer shall pay for all costs and expenses incurred by Rangeline Pipeline Services because of rescheduling or cancellation by the customer for any reason including but not limited to inclement weather.
15. Customer or Owner is responsible to furnish electric power and lighting as required by us to perform our work.
16. In regards to concrete pipe only, the condition of the interior mortar lining may adversely affect the percentage of the amount recovered during tapping operation. Rangeline Pipeline Services cannot be held responsible for any unforeseen, and or diminished conditions of such pipe.
17. All Tapping Sleeves & Line Stop materials fabricated for PCCP, RCCP & RCP pipes are non-returnable once fabricated. The customer is responsible for the accumulated costs of the materials, freight, and sales tax for all these items once ordered. These materials are custom ordered and "NON-RETURNABLE".
18. The supply of bid and or performance bonds is excluded. Rangeline Pipeline Services supply these bonds only when specifically stated on the quotation.
19. Any invoice unpaid for more than 30 days will be subject to the maximum finance charges allowed by applicable state law. Rangeline Pipeline Services does not allow retainage on any invoices.
20. Clerical errors made in good faith are subject to correction within Rangeline Pipeline Services sole discretion.
21. Notwithstanding these terms and conditions or any amendments thereto or terms and conditions of the customer who may be deemed part of this agreement, Rangeline Pipeline Services shall not be liable for any losses, costs, expenses, liability or damages arising from or connected with the performance of the work not covered by Rangeline Pipeline Services's liability insurance in effect at the time of such loss, etc., and Customer shall hold Rangeline Pipeline Services harmless for any loss, etc., in excess of coverage. Rangeline Pipeline Services will provide Customer a certificate of its liability insurance upon request.
22. In the event it becomes necessary for Rangeline Pipeline Services to retain legal counsel to enforce its rights the Customer agrees that it shall be responsible for payment of all reasonable attorney's fees, expenses and costs incurred by Rangeline Pipeline Services.
23. Rangeline Pipeline Services shall not be held liable for any pipe which splits, breaks, or leaks as a result of material installation, Wet Tapping pipe, Line Stopping pipe or completion of line stop fitting or valve insertion. Rangeline Pipeline Services follows all material manufacturers' installation procedures and operates all equipment to manufacturer's standards and cannot be held responsible for pipe which fails during the Tapping and Line Stopping operation.
24. Rangeline Pipeline Services will not be held liable for misinformation concerning flow rates, flow direction or water forces within the piping system which causes damage to the piping system. Owner, Engineer, and/or contractor is responsible for all proper information and any damage to Rangeline Pipeline Services equipment will be charged to the customer accordingly.
25. Rangeline Pipeline Services will take all means available to capture the pipe coupon. Pipe integrity, flow rates and other unknowns at the time of the Wet/Hot Tapping operation can be contributing factors. Therefore, Rangeline Pipeline Services cannot be responsible for any lost or pieces of the coupons which do not come out after the tap is performed.
26. Rangeline Pipeline Services does not guarantee a 100% leak free Completion Plug installation. The Completion Plug is a temporary seal to remove the isolation valve to install the permanent blind flange and sealing hardware.
27. Rangeline Pipeline Services will not be responsible for reduced flow through temporary by-pass system due to solids or debris clogging by-pass operations.

28. **Prices & Payment**

All payments for materials furnished hereunder shall be made upon the basis of material delivered as shown by our delivery ticket and our delivery records. Failure to notify us of discrepancies in quantities/schedules prior to manufacturing of items invoiced constitutes irrevocable acceptance of the quantities and delivery schedule for the materials covered by the invoice. If you fail to make payments

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when due on any order, or if at any time we have any doubt about your intention or ability to pay, we may decline to make any further shipments on this or any other order with you. Our rights and remedies in this regard are not exclusive and we retain all other rights and remedies at law. Sales or use tax are not included in the prices set forth on the face of the Quotation or Order Acknowledgement. Prices for undelivered goods may be increased by Seller in the event of any increase in the cost to Seller of supplies, labor or services, or any increase in Seller's cost resulting from governmental or administrative action or any other cause beyond Seller's control. Invoices shall be deemed correct unless contested in writing within seven (7) business days of invoice date.

29. **Delivery**

Unless stated otherwise in a quotation by us, shipments are quoted F.O.B. jobsite. Rail shipments are based on minimum car load lots. Truck shipments are based on applicable state limit truck load lots. Delivery is tailgate, on board trucks unless otherwise specified. You agree to provide: (1) an unloading point accessible over roads acceptable to the carrier; (2) an area where unloading can be accomplished quickly and efficiently with standard unloading methods; (3) blocking and chocking if required for unloaded material; (4) indemnification of us and the carrier regarding liability for personal injury, including death and property damage resulting from unloading done under your direction; (5) flagmen and lights or warning devices if required by local agents, governmental laws, rules or regulations; (6) payment for unloading time in excess of one hour at the rate specified in the published tariff of the carrier making delivery; (7) adequate qualified labor and facilities to remove materials from truck. If any of the above are not provided, we reserve the right to stop deliveries until the condition is remedied. Deliveries shall be made in accordance with a delivery schedule, which may be revised by mutual agreement to adjust to job conditions or manufacturing requirements. We cannot guarantee precise delivery dates and we shall not be responsible for delays in deliveries, nor liable for any losses, expenses or damages, including liquidated damages or penalties of any kind, which you may incur. Acceptance of delivery by you constitutes confirmation of your acceptance of the delivery schedule against which the delivery was made. In the event delivery is required beyond curb lines, you will be responsible for any damage to curbs, sidewalks, driveways, or other property.

30. **Warranty and Limitations**

Our products are warranted to be manufactured in accordance with the specifications identified on the face of our Quotation or Order Acknowledgement and to be free of defects in workmanship or materials for a period of one (1) year after date of delivery. Any action for breach of contract arising from this Agreement must be commenced within one (1) year after the cause of action has arisen. Our responsibility under this warranty is limited to the repair or to the furnishing by us, above ground of a replacement of defective or non-conforming products, or to the allowance of a credit for such products, all at our option. WE ACCEPT NO RESPONSIBILITY FOR DESIGN OF THE PROJECT OR INSTALLATION OF THE MATERIALS DELIVERED. ANY DEFECTS IN PROJECT DESIGN OR INSTALLATION OF MATERIALS VOIDS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT WARRANTY OF TITLE. ITEMS MANUFACTURED FOR A PARTICULAR PROJECT ARE NOT SUBJECT TO RETURN FOR CREDIT. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LIQUIDATED DAMAGES OR PENALTIES OF ANY KIND WHICH YOU MAY INCUR. OUR LIABILITY, IF ANY, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE FOR THE MATERIALS IN QUESTION. THE WARRANTY PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL EXPRESSED AND IMPLIED WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE ABOVE. WE DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OUR SOLE RESPONSIBILITY IS AS STATED AND YOU ACKNOWLEDGE THAT YOU ARE PURCHASING OUR PRODUCTS SOLELY ON THE BASIS OF OUR WARRANTY AS SET FORTH HEREIN.

31. **Damage In Transit**

Shipments must be inspected by you before unloading to ascertain any damage enroute. Charges for inspections or tests are your expense.

Shipping damage claims will not be accepted after goods are unloaded. Claims for shortages or damages must be made by notation on the face of the freight bill or on the face of our delivery ticket at the time of unloading. The carrier, when accepting materials at our

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plant, is responsible for damages in transit and all claims for damages in transit shall be made promptly to the carrier by you. Our responsibility terminates when the carrier accepts our products for transportation.

32. **Indemnity**

You expressly agree to indemnify, defend, and hold us harmless from and against all loss, expense, including attorney fees and damages arising from bodily injury to any person, including death resulting therefrom (whether to your employees or others) and damage to property caused by any of the Products after delivery to you or to your customer except to the extent caused by our gross negligence or willful misconduct.

33. **Force Majeure**

We are not responsible or liable for any delays or nonperformance in the event of fire, flood, explosion, the elements, or other catastrophe, acts of

God, war, riot, civil disturbance, strike, lockout, refusal of employees to work, labor disputes, shortage or inability to obtain raw materials including energy requirements, failure of carriers to deliver either machinery, equipment or material, in the event any legislative, executive, or judicial act of any political or governmental authority substantially affects our operations, in the event we suspend or discontinue business for any reason, or any other reason beyond our control.

34. **Cancellation Charges**

In the event any order accepted by us in writing is cancelled by you, you shall be liable for and shall pay to us all charges incurred in connection with such order, including but not limited to the cost of all purchased materials, expenses incurred for the engineering, fabrication, production, and assembly of such materials and anticipated profits.

35. **Intellectual Property**

No license, authorization or permission of any kind is hereby transferred or granted to Customer to utilize, reproduce, duplicate, or disseminate any intellectual property or proprietary information belonging to Rangeline Pipeline Services in any form, or under any conditions other than those specifically required to complete the current transaction between Customer and Rangeline Pipeline Services. Customer specifically agrees that Customer will not attempt to duplicate, modify or reverse-engineer any products or components supplied to Customer by Rangeline Pipeline Services. Customer specifically agrees that Customer will not disclose to any third-parties the protocols, procedures or methodologies utilized by Rangeline Pipeline Services in the performance of Rangeline Pipeline Services's work for the Customer.

Customer shall not take any measurements, dimensions, and/or calibrations of Rangeline Pipeline Services equipment at any time or publish any information, drawings or photographs concerning the Equipment except with the written consent of Rangeline Pipeline Services and subject to such reasonable conditions as the Customer may prescribe. Customer shall procure that each of its affiliates, including but not limited to, designated agents, Owner and/or Sub-suppliers shall comply with the obligations hereunder.



36. **Miscellaneous**

- a. Once we have accepted any order from you, in writing, all changes in the order must be in writing, showing the change and the order number. All costs for changes in the order will be at your expense, subject to the terms and conditions herein.
- b. Our failure to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of that or any other provision or of any of our rights under this Agreement, nor shall it constitute a waiver by us of any subsequent default by you in the performance of this Agreement.
- c. Our field representative may, from time to time, be present on a job site where products you have purchased from us are being installed and he or she will be glad to work with you and be of assistance to you. The field representative, of course, has no authority to modify this Agreement or bind us however; and since the installation is your responsibility under your supervision or that of your customer or his contractor, we shall not be responsible for any instructions or technical advice in connection with the design, installation or use of the materials sold hereunder.
- d. You agree to pay any and all costs, expenses, and attorney fees which we may incur or become liable for by reason of our enforcing or attempting to enforce the terms of this Agreement, including lien claims and foreclosure of liens filed.
- e. Should any part or provision of this Agreement be declared invalid, unenforceable, illegal, or in conflict with any law, the validity and enforceability of the remaining or provisions shall not be affected.
- f. The prices listed are unit prices for the quantities listed. We reserve the right to change unit prices in the event of quantity changes.
- g. Neither this Agreement nor any of the rights or responsibilities arising hereunder may be assigned by you without our express written consent to the assignment.
- h. The services of a Layout Technician are included in our pricing for the initial submittal and one revision. Charges may be incurred if further revisions are required unless caused by our error.
- i. If we are required to store finished product thirty (30) days beyond a jointly agreed to delivery date, a storage charge of one and one-half (1.5%) percent per month will be assessed on the purchase price of the product stored.

 Black Rock Construction Date

 Authorized Signature

 Rangeline Pipeline Date
 Services Signature

Customer acknowledges and accepts all information regarding supplied quotation.