

AGREEMENT FOR IMPROVEMENTS TO RENTAL CAR SERVICE AREA

This Agreement is made as of June 11, 2018 (the "Effective Date") by and between (i) the City of Killeen, a Texas municipal corporation, 100 E. Ave. D, Killeen, Texas, 76541 ("CUSTOMER"), and (ii) Big Man Washes, with offices at 3241 S. Briery Road, Irving, Texas, 75060 ("BIG MAN WASHES").

RECITALS

WHEREAS CUSTOMER and BIG MAN WASHES desire to enter into a contract to design and remodel the existing car wash and vacuum facility located in the Rental Car Service area at the Killeen – Ft. Hood Regional Airport located at 8101 S. Clear Creek Rd, Killeen, Texas 76541

WHEREAS BIG MAN WASHES shall provide, transfer, and install new car wash and vacuum equipment and provide the necessary services (collectively, the "Services") for CUSTOMER as an independent contractor to CUSTOMER;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

The recitals set forth above are incorporated here by reference and made part of this Agreement.

1. Services

1.1 Performance. BIG MAN WASHES shall provide design services, equipment, construction and services as described in detail on Exhibit A (the "Scope of Work") and Exhibit B (the "BIG MAN WASHES Proposal"), which are attached hereto and made a part hereof by reference. In case of conflict between this Agreement and any exhibit, the terms of this Agreement shall control.

1.2 Payment. As compensation for the performance of the Services, CUSTOMER will pay BIG MAN WASHES a total of \$ 728,204.51 based on the following plan:

- i. \$34,000 upon Notice to Proceed (NTP);
- ii. \$352,102 upon Notice to Procure
- iii. \$281,681 due after 45 days (balance required to procure equipment from manufacturer)
- iv. \$60,421.51 due upon final system acceptance.

CUSTOMER will pay each such invoice no later than thirty (30) days after its receipt. BIG MAN WASHES' charges are exclusive of federal, state, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies, and the amount of all payments due hereunder is subject to an increase equal to the amount of any tax BIG MAN WASHES may be required to collect or pay in connection with the Services other than any tax on the net income of BIG MAN WASHES. CUSTOMER is a municipal corporation, and therefore, not subject to certain taxes. CUSTOMER agrees to submit a copy of its tax exemption certificate upon BIG MAN WASHES' request.

1.3 Contract Time. BIG MAN WASHES agrees to begin work within thirty (30) calendar days after issuance by the CUSTOMER of a "Notice to Proceed" and to complete the work within 120 consecutive calendar days (Contract Time) of receiving a "Notice to Procure" (except as modified in accordance with the provisions of these Contract Documents). If the BIG MAN WASHES shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the CUSTOMER, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the provisions of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

2. Relationship of Parties

BIG MAN WASHES is an independent contractor and is not an agent or employee of, and has no authority to bind, CUSTOMER by contract or otherwise. BIG MAN WASHES will perform the Services under the general direction of CUSTOMER, but BIG MAN WASHES will determine, in BIG MAN WASHES' sole

discretion, the manner and means by which the Services are accomplished, subject to the requirement that BIG MAN WASHES shall at all times comply with applicable law. BIG MAN WASHES will report as income all compensation received by BIG MAN WASHES pursuant to this Agreement.

3. Confidential Information

In connection with this Agreement, CUSTOMER and its employees and agents may have access to proprietary and confidential information owned or controlled by BIG MAN WASHES relating to equipment, apparatus, programs, software, specifications, drawings, pricing and other data. All such information acquired under this Agreement through its employees or agents shall be and remain its owner's exclusive property, and the receiving party shall attempt to keep, and shall obligate its employees and agents to keep, any and all such information confidential and shall not copy or disclose it to others without the owner's prior written approval.

Notwithstanding anything to the contrary herein, or in any exhibit, schedule, attachment, purchase order or any other agreement between the parties to the contrary, the parties agree that BIG MAN WASHES acknowledges CUSTOMER is subject to the Texas Public Information Act, and that this Agreement and documents related thereto shall be public information as defined therein. Any specific information that either party claims to be confidential or proprietary must be clearly identified as such by the party. If a request is made to CUSTOMER to view such Confidential or Proprietary Information, the requested party will notify the other party of such request and send a letter to the Texas Attorney General with notice that the information requested is considered confidential and proprietary. If the Attorney General requires releases of the information, the customer shall release the requested information. Such release of any Confidential Information shall be deemed to be made with the other party's consent and will not be deemed to be a violation of law or this Agreement.

4. Termination and Expiration

4.1 Breach. Either party may terminate this Agreement in the event of a breach by the other party of this Agreement if such breach continues uncured for a period of thirty (30) days after written notice. In the event this Agreement is terminated by CUSTOMER due to a breach of this Agreement by BIG MAN WASHES, CUSTOMER shall pay BIG MAN WASHES all amounts due and owing up until the date of such breach.

4.2 Termination for Convenience. CUSTOMER may terminate this Agreement, with or without cause, by giving not less than thirty (30) days prior written notice to the other party to this Agreement. CUSTOMER shall pay BIG MAN WASHES all amounts due and owing up until the date of termination.

4.3 Term. The term of this agreement is 1 year from the Contract Time stated in Section 1.3.

4.4 Effect of Termination. Upon the expiration or termination of this Agreement for any reason, each party will be released from all obligations to the other arising after the date of expiration or notice of termination, except that expiration or termination of this Agreement will not relieve either party of its rights or obligations under Sections 1.2, 3, 5, and 6, nor will expiration or termination relieve either party of any liability arising from any breach of this Agreement.

4.5 Non-Appropriation of Funds. Notwithstanding anything herein to the contrary, the obligations of CUSTOMER under this Agreement are subject to the availability of funds lawfully appropriated annually for its purposes and in the event funds are not available, this Agreement may be canceled without penalty by CUSTOMER by giving written notice of such cancellation to BIG MAN WASHES. Such cancellation of the Agreement will not be deemed to be a breach or default of this Agreement by CUSTOMER.

4.6 Project Closeout. Approval of final payment to BIG MAN WASHES is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the CUSTOMER approves the final submittal. The BIG MAN WASHES shall:

- i. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.
- ii. Complete final cleanup in project area.

- iii. All training outlined in Proposal is complete.
- iv. Complete all punch list items identified during the final Inspection.
- v. Provide complete release of all claims for labor and material arising out of the Contract.
- vi. Provide Manufacturer's certifications for all items incorporated in the work.
- vii. Provide all required record drawings, warranty documents; as-built drawings or as-constructed drawings in electronic format and 3 hard copies.
- viii. Project Operation and Maintenance (O&M) Manual. (2 hard copies)

4.7 Failure to Complete on Time. For each calendar day or working day, that any work remains uncompleted after the contract time (including all extensions and adjustments) the sum of \$200 per day will be applied as liquidated damages. Amount will be deducted from any money due or to become due to BIG MAN WASHES or his or her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages.

Permitting BIG MAN WASHES to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the CUSTOMER of any of its rights under the contract.

4.7.1 Determination and Extension of Contract Time. The number of calendar days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the BIG MAN WASHES's control, it shall be adjusted as follows:

- i. CONTRACT TIME based on CALENDAR DAYS and shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days.
- ii. All calendar days elapsing between the effective dates of the CUSTOMER's orders to suspend and resume all work, due to causes not the fault of the BIG MAN WASHES, shall be excluded.
- iii. No time shall be charged for days on which the BIG MAN WASHES is unable to proceed with the principal item of work under construction at the time for at least six (6) hours with the normal work force employed on such principal item. Conditions beyond the BIG MAN WASHES's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the CUSTOMER.
- iv. The CUSTOMER will not make charges against the contract time after the date of final acceptance.
- v. The CONTRACT TIME is based on the originally estimated quantities. Should there be agreed increases to the Scope of Work after beginning the contract; the CONTRACT DATE will be adjusted to compensate for the additional work.

4.7.2 Extensions to CONTRACT TIME. If the BIG MAN WASHES finds it impossible for reasons beyond his or her control to complete the work within the contract time as specified, the BIG MAN WASHES may, at any time prior to the expiration of the contract time as extended, make a written request to the CUSTOMER for an extension of time setting forth the reasons which the BIG MAN WASHES believes will justify the granting of his or her request. Requests for extension of time on calendar day projects, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded what could normally be expected during the contract period. The BIG MAN WASHES's plea that insufficient time was specified is not a valid reason for extension of time. If the supporting documentation justify the work was delayed because of conditions beyond the control and without the fault of the BIG MAN WASHES, the CUSTOMER may extend the time for completion by a change order that adjusts the contract time or completion date. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion

Extensions of time for completion, under the condition of (a.) below, will be granted; extensions may be granted under other stated conditions:

a. If the satisfactory execution and completion of the Contract shall require work or material in greater amounts or quantities than those set forth in the Contract, then the Contract time shall be increased in the same proportion as the additional work bears to the original work contracted for.

b. An average or usual number of inclement weather days, when work cannot proceed, is to be anticipated during the construction period and is not to be considered as warranting extension of time. The days included in the contract time for Normal Weather-Related Events and holidays are as follows:

(On A Monthly Basis)

Month	Normal Weather - Related Events	Holidays
January	9	2
February	7	1
March	3	0
April	3	0
May	3	1
June	4	0
July	2	1
August	4	1
September	4	1
October	4	1
November	4	2
December	7	2

If, however, it appears that the BIG MAN WASHES is delayed by conditions of weather, outside of normal weather-related events detailed in the proceeding table, extensions of time may be granted.

c. Should the work under the Contract be delayed by other causes which could not have been prevented or contemplated by the BIG MAN WASHES, and which are beyond the BIG MAN WASHES's power to prevent or remedy, an extension of time may be granted. Such causes of delay shall include but not necessarily be limited to the following:

- i. Acts of God, acts of the public enemy, acts of the CUSTOMER except as provided in these Specifications, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
- ii. Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.

5. General

5.1 Governing Law; Severability. This Agreement is subject to and shall be interpreted under the law of the State of Texas. Court jurisdiction shall exclusively be Bell County, Texas. If any provision of this Agreement is for any reason found to be unenforceable, the remainder of this Agreement will continue in full force and effect.

5.2 Notices. Any notices under this Agreement will be sent by certified or registered mail, return receipt requested, or be recognized express courier to the address specified below or such other address as the party specifies in writing. Such notices will be effective upon receipt as documented by the delivery medium.

5.3 Complete Understanding; Modification. This Agreement, together with exhibits attached hereto constitutes the complete and exclusive understanding and agreement of the parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof.

Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.

6.4 Personnel. BIG MAN WASHES shall, in its operation at CUSTOMER's facility under this Agreement, employ or permit the employment of only such personnel as will assure a high standard of service to the public. In the event BIG MAN WASHES's employees, agents, officers directors, or any other personnel are required to conduct any of the duties or obligations of BIG MAN WASHES as set forth herein at any other CUSTOMER facility, all such personnel, while at CUSTOMER's facilities, shall be clean, neat in appearance, (with appropriate identification badge displaying no less than BIG MAN WASHES and employee name), and courteous at all times. All BIG MAN WASHES personnel that enter CUSTOMER's facility shall do so only in accordance with CUSTOMER'S rules and regulations, and shall be covered under the BIG MAN WASHES's insurance policies.

6.5 Construction Permits. BIG MAN WASHES shall be required to procure all applicable local, state, and federal permits including, but not limited to, the following permits and pay all associated fees:

- i. City of Killeen Building Permit
- ii. Federal Regulation Title 14 Part 77 Notice of Construction (Temporary and Permanent)

6.6 Performance and Payment Bonds. BIG MAN WASHES shall furnish the City with surety bonds that have been fully executed by the Respondent and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bonds shall be acceptable to the City. Each bond shall be in a sum equal to the full amount of the contract.

6.7 Assignment; Binding Effect. This Agreement may not be assigned, in whole or part, by either party without the prior written consent of the other. This Agreement is binding upon and inures to the benefit of each party's respective successors or assigns, subject to the consent requirements. Any entity acquired by CUSTOMER which is under an existing contract with BIG MAN WASHES will automatically be subject to the terms of this Agreement, unless otherwise elected by BIG MAN WASHES.

7. **Indemnification**

7.1 General Indemnity. BIG MAN WASHES including its employees, agents and subconsultants, shall hold harmless, indemnify, and defend CUSTOMER, its directors, officers, employees, representatives, and agents against any claim, action, loss, damage, injury, liability, cost and expense, of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to BIG MAN WASHES's, its employees', agents', and/or subconsultants' performance of this Agreement or work performed thereunder. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise and shall survive any termination of this Agreement.

8. **Miscellaneous**

8.1 Auditing. BIG MAN WASHES agrees to allow CUSTOMER access to information. In addition, BIG MAN WASHES shall make available to CUSTOMER if requested true and complete records which support billing statements, reports, performance indices, and all other related documentation. CUSTOMER's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices and all other related documentation. BIG MAN WASHES agrees that it will keep and preserve for at least seven (7) years all documents related to this Agreement which are routinely prepared, collected or compiled by BIG MAN WASHES during the performance of the Agreement. CUSTOMER's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related information. BIG MAN WASHES shall make all documentation available for examination at the Auditor's request at either the Auditor's or CUSTOMER's offices and without expense to the CUSTOMER.

8.2 Insurance. BIG MAN WASHES shall maintain all necessary insurance coverages, including commercial general liability, professional liability (including errors & omissions) and Workers' Compensation insurance in accordance with the Minimum Insurance Requirements stated in Exhibit C, which is attached hereto and made part hereof by reference.

8.3 Compliance With Law. BIG MAN WASHES agrees to comply with all of the CUSTOMER's policies and directives around data privacy to the extent that such requirements apply to the Services. BIG MAN WASHES shall comply with all applicable laws, regulations, regulatory requirements, and codes of practice in providing the Services. BIG MAN WASHES agrees that, as part of the Services it is contracted to provide to CUSTOMER, it must take, implement, and maintain all such organizational and technical security procedures and measures necessary or appropriate to preserve the security and confidentiality of personal data that it receives in the performance of the Services, and to protect such personal data against unauthorized or unlawful disclosure, access or processing, accidental loss, destruction, or damage. If BIG MAN WASHES believes that it or CUSTOMER's data may have been subject to a data security breach, BIG MAN WASHES shall notify CUSTOMER in writing as soon as reasonably possible. BIG MAN WASHES shall provide all information requested by CUSTOMER in connection with the suspected data security breach.

8.4 Intellectual Property Rights. Except as necessary to deliver the services, in accordance with this agreement, BIG MAN WASHES shall have no right to use and shall not use the name of CUSTOMER and/or any of its officials or employees, or logos or trademarks in any manner without CUSTOMER's prior written consent, which may be withheld at CUSTOMER's sole discretion.

8.5 Access to Work Site. Time is important. BIG MAN WASHES must have unhampered access to the car wash site and building. CUSTOMER shall provide an area on the premise where the equipment can be safely stored without the need for further movement from the time of delivery to time of erection. If the installation cannot be completed according to established plans and normal working hours due to delays, then the price may be renegotiated.

9. Warranties.

9.1 EQUIPMENT WARRANTY. All products sold by BIG MAN WASHES carry the manufacturer's 1 year warranty. These warranties are the sole responsibility of the manufacturer. There are no other warranties or representations of any kind, expressed or implied, by BIG MAN WASHES. The CUSTOMER will be responsible for labor costs, freight and any other incidental expenses associated with the warranty repair or replacement, including any evaluation cost. BIG MAN WASHES does not install any part or equipment it does not provide and does not provide warranty on any part that it does not install.

9.2 LABOR WARRANTY. 1 yr limited on new equipment packages and re-loads.

Labor Warranty Disclosure: Warranty is not assignable or transferrable. The warranty period begins after final acceptance. BIG MAN WASHES's liability shall be limited to repair or replacement of materials found to be defective within the warranty period. In the event of repair or replacement, this limited warranty is noncumulative. The CUSTOMER must supply BIG MAN WASHES with immediate written notice when any defects are found. BIG MAN WASHES shall have the option of requiring the return of defective material to establish the CUSTOMER's claim. Transportation damage claims are to be submitted to the carrier of the damaged material.

Warranty is based upon the CUSTOMER's reasonable care and maintenance of the warranted equipment, including but not limited to, the use of the proper oil, lubricants and additives as per equipment manufacturer specifications. It does not apply to any equipment which has been subject to misuse, including neglect, accident or exposure to harsh chemicals or chemicals that react violently with: water, organic acids (e.g. acetic acid), inorganic acids (e.g. hydrofluoric acid), oxidizing agents (e.g. peroxides), and metals (e.g. aluminum). Chemicals corrosive to: aluminum alloys, carbon steel, and other metals. Nor

does it apply to any equipment which has been installed, repaired or altered by anyone other than BIG MAN WASHES. Further, the equipment must be properly installed with the proper accuracy of all specified plumbing, electrical and mechanical requirements. This warranty does not apply to normal wear and tear, routine maintenance components or acts of God.

Except as expressly stated herein, BIG MAN WASHES shall not be liable for damages of any kind in connection with the purchase, maintenance or use of this equipment including loss of profits and all claims for consequential damages. The limited warranty expressed herein is in lieu of all other warranties expressed or implied. BIG MAN WASHES neither assumes nor authorizes any person to assume for it any other obligation or liability in connection herewith.

9.3 **CONSTRUCTION WARRANTY.** In addition to any other warranties in this contract, the BIG MAN WASHES warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the BIG MAN WASHES or any subcontractor or supplier at any tier.

- i. This warranty shall continue for a period of one year from the date of final acceptance of the work. If the CUSTOMER takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the CUSTOMER takes possession. However, this will not relieve the BIG MAN WASHES from corrective items required by the final acceptance of the project work
- ii. The BIG MAN WASHES shall remedy at the BIG MAN WASHES's expense any failure to conform, or any defect. In addition, the BIG MAN WASHES shall remedy at the BIG MAN WASHES's expense any damage to CUSTOMER real or personal property, when that damage is the result of:
 - a. The BIG MAN WASHES's failure to conform to contract requirements; or
 - b. Any defect of equipment, material, workmanship, or design furnished by the BIG MAN WASHES.
- iii. The BIG MAN WASHES shall restore any work damaged in fulfilling the terms and conditions of this clause. The BIG MAN WASHES's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement
- iv. The CUSTOMER will notify the BIG MAN WASHES, in writing, within 14 days after the discovery of any failure, defect, or damage.
- v. If the BIG MAN WASHES fails to remedy any covered failure, defect, or damage within 30 days after receipt of notice, the CUSTOMER shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the BIG MAN WASHES's expense.
- vi. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the BIG MAN WASHES shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the CUSTOMER, as directed by the CUSTOMER, and (3) Enforce all warranties for the benefit of the CUSTOMER.
- vii. This warranty shall not limit the CUSTOMER's rights with respect to latent defects, gross mistakes, or fraud.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

Big Man Washes

By: [Signature]

Title: President

Date: July 24, 2018

City of Killeen ("CUSTOMER")

By: Ronald L. Olson

Title: City Manager

Date: _____

EXHIBIT A

SCOPE OF WORK

Seller shall design, remodel the existing facility, provide and install car wash equipment to improve the existing rental car wash facility at the Killeen – Ft. Hood Regional Airport. Seller shall provide, transfer and deliver, to the above noted buyer the services, construction and equipment listed below:

1. Engineering Services:

A. Phase I: Preliminary Planning / Design Development

- a. Develop a base Floor Plan, exterior elevations, and building sections.
- b. Have preliminary plan review meeting(s) with the Client. (50% and 75%)
- c. Select and Define building and finishing systems for walls (interior and exterior), ceilings, structural systems, HVAC requirements, Plumbing systems and Electrical Service Size.
- d. Finalize a set of Design Development drawings to be approved by client and distributed to the Seller(s) for bidding, and consultants for review and input.

B. Phase II: Construction Documents

- a. Develop a set of Construction Documents which meet the plan submittal requirements for the City of Killeen, TX for a building permit.
- b. Provide electronic building (background) drawings to all consultant(s).
- c. Prepare a topographic survey of the existing conditions for the site and offsite for drainage design.
- d. Prepare Grading and Drainage Plans, including paving plans, and building addition finished floor elevations. Establish stormwater flow routes and existing stormwater transmission capacities. Present alternatives for transmission of the stormwater to the adjacent basin. Design inlet and out structures as required.
- e. Prepare an onsite utility plan for the potable water, fire water system, and sanitary sewer extensions.
- f. Coordinate with Seller on field conditions encountered affecting construction of the revised stormwater system.
- g. Coordinate all plans (Architectural, MEP, Civil Engineering and Structural drawings for city review and approval.

2. Construction Services:

- A. Extend Manual Wash Bay to 42 ft for new Drive Thru Car Wash System.
- B. Storm Drainage completed to city code or specifications.
- C. Install Above Ground Reclaim Storage Tanks (3)
 - a. Install new Reclaim Plumbing System to meet city code
 - b. Build Enclosure around Reclaim Tanks
- D. Provide Water and Air to Vacuum Bay Area
- E. Plumb Existing Wash Bays and New Automatic Bay to Reclaim System and City Sewer.
- F. Electrical
 - a. Provide additional electrical service from airport transformer in back of property to the equipment room. If meets code will install conduit in use, use heavier gage supply line or bore new line. Required for new demand for adding Drive Thru Car Wash System.
 - b. Install New Service from Equipment Room to the New Central Vacuum System.
- G. Lighting - Install new LED Lighting for all Wash Bays, Vacuum Bay area, Exterior Wash Facility, and Interior lighting for Equipment Room.

- H. Demolish Existing Vacuum Bay Islands and replace with Central Vacuum System.
- I. Install New Vacuum Post Footings
- J. Install Above Ground Central Vacuum Supply Line and Clean Out.
- K. Paint Existing Vacuum CanopyBuild New Enclosure for Central Vacuum Turbine and Trash Dumpster

3. Manual Wash Bays:

- A. Install New Meter Boxes towards Entrance of Wash Bay.
- B. Replace all HP Hoses and Poly Tubing with New
- C. Replace Manual Bay Manifold in Wash Bay
- D. Install Vinyl Panels to Wash Bay Walls Only
- E. Add Speed Bumps to Entrance of Wash Bays
- F. Install New LED Lights
- G. Provide and Install New Water Softener System to meet New Demand and Future In-Bay Automatic
- H. Provide and Install New Reverse Osmosis System to generate Spot Free Water for all Wash Bays
- I. Provide and Install Delivery / Repress Pump Station for Manual Wash and Drive Thru In-bay Automatic
- J. Provide and Install Reject Water System
- K. Provide and Install Spot Free and Reject Water Storage Tanks
- L. Provide and Install New Air Compressor sized for New Demand

4. 5-Brush, Fleet-O-Matic Drive Thru Automatic:

- A. Provide and Install New 5-Brush, Drive Thru Automatic Car Wash System in New Extended Manual Wash Bay. (Functions: Presoak, Brush Wash, Spot Free Rinse, Wax - Drying Agent)
- B. Provide and Install Free Standing Dryer System
- C. Integrate Customer Provided Car Swipe into Car Wash System.
- D. Floor Mounted Bell Hose Tire Switch for Wash Activation
- E. Fleet-O-Matic System to be in Retract Position upon completion of wash.

5. Central Vacuum System:

- A. Provide and Install 7-drop Central Vacuum System under existing Vacuum Canopy
- B. Install 2-Single and 5-Double Drop Above Ground Vacuum lines in Vacuum Area
- C. Install Speed Bumps
- D. Paint Driving Lines
- E. Install Post Bullard's as needed
- F. Build Enclosure Around the Central Vacuum Turbine.

6. Air and Water Lines: Provide and Install Spring Returned Hanging Hose Reels for Air and Water at each Vacuum Stall. To prevent air and water lines from being driven over by vehicles being vacuumed.

7. Chemicals: Provide and Setup Chemical Distribution with Titrations and proper tipping of Chemical lines for Manual and In-bay Automatic Car Wash Systems.

- 1. Place orders for services and equipment listed in Exhibit "B", with specified suppliers
- 2. Obtain architectural approval and conformance with local, state, and federal codes
- 3. Submit plans for permit and construction
- 4. Receive and unload car wash equipment

5. Erect and install car wash equipment
6. Work shall be performed in accordance with OSHA, Buyer's and Seller's requirements. Work areas shall be maintained in a clean and orderly manner with materials, tools, and equipment properly stored and utilized to prevent hazards for worker and incidental personnel in the area. Provide barricades and or signs, and other devices as necessary to ensure facility occupants are notified and shielded from dangers that work areas may pose.
7. Provide, install and titrate start up chemical for optimal performance
8. Startup and testing of equipment
9. Adjust equipment as required
10. Seller to have company representative on site upon opening for 5 consecutive days to adjust / refine equipment as necessary.
11. Provide Buyer with all relevant equipment plans and manuals
12. Provide Training to Airport Technicians on O&M of equipment

EXHIBIT B

BIG MAN WASHES Proposal

(See attached)

EXHIBIT C

Minimum Insurance Requirements

Insurance of the types and in the amounts described below will be provided. City and the City's Authorized Representative shall be included as an insured under the CGL, and under the commercial automobile liability, and commercial umbrella, if any. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, City.

1. Commercial General and Umbrella Liability Insurance: Maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance, with a limit of not less than \$2,000,000 each occurrence. If CGL insurance contains a general aggregate limit, it shall apply separately to the project.
2. Professional Liability Insurance: All professional engineers stamping plans for structural, mechanical, electrical, and plumbing systems to maintain professional liability insurance with a limit of not less than \$2,000,000 each occurrence.
3. Continuing Coverage: Maintain commercial general liability (CGL), if necessary commercial umbrella liability insurance, and professional liability insurance with limits of not less than \$2,000,000 each occurrence for at least 3 years following substantial completion of the work.
4. Commercial Auto and Umbrella Liability Insurance: Maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. If the proposal requires the removal and hauling of hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement (CA 99 48) shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.
5. Worker's Compensation Insurance: Contractor shall maintain worker's compensation and employer's liability insurance to include employer's liability, and if necessary commercial umbrella, limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.



P8C 877 282 1625
Bonds 800 933 3444

225 South Fifth Street
P.O. Box 2683
Waco, Texas 76702-2683

**TEXAS STATUTORY PERFORMANCE BOND
(PUBLIC WORKS)**

Bond Number: CNB-32126-00

KNOW ALL MEN BY THESE PRESENTS:

THAT, Big Man Washes, (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto the City of Killeen, A Texas Municipal Corporation (hereinafter called the Obligor), in the amount of Seven Hundred and Twenty-Eight Thousand Two Hundred and Four Dollars and Fifty-One Cents (\$ 728,204.51) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain Contract with the Obligor, dated the 11th day of June, 2018, for the construction of Rental Car Service area, Install new car wash and vacuum equipment.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the Contract and the Contract Documents, including the plans and specifications, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that this bond is conditioned upon the Obligor having fully and completely discharged its obligations under the Contract, and the Contract Documents, including, but not limited, to having paid the Principal in strict accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that in order to invoke the Surety's obligations to the Obligor, the Obligor shall have defaulted and terminated the Principal in accordance with the Contract and the Contract Documents and shall have mailed notice to the Surety, within seven (7) days of the default and termination of the Principal, at:

Insurors Indemnity Company
P.O. Box 2683
Waco, TX 76702-2683

Or

Insurors Indemnity Company
225 South Fifth Street
Waco, TX 76710

of said default and termination; and

PROVIDED FURTHER, that the Surety shall have Twenty (20) business days, not including the date of receipt, after the receipt of the notice of default and termination to review the default and termination of the Principal to decide whether it will:

1) Proceed to arrange for completion of the work by either:

- A) Taking over the work; or
- B) Financing the Principal; or

- C) Tendering a replacement contractor to the Obligees and paying the difference between the replacement contractor's contract price and the remaining contract funds to the Obligees; or
 - D) Arranging for the completion of the work in some other manner; or
- 2) Deny liability and coverage under this bond; and

PROVIDED FURTHER, that the Obligees, in the event of a default and termination of the Principal, shall:

- 1) Fully cooperate in the Surety's review of the default and termination by providing a copy of all the Contract Documents and all other documents requested by the Surety;
- 2) Allow the Surety or the Surety's representatives full and complete access to the construction site; and
- 3) In the event the Surety takes over the work, finances the Principal, or arranges for the completion of the work by paying to the Surety, or as the Surety may designate, the unpaid Contract proceeds in accordance with the terms and conditions of the Contract; and

PROVIDED FURTHER, that any payments by the Surety shall reduce the penal sum of this bond to the extent that the Obligees does not reimburse the Surety by paying to the Surety the remaining Contract balances; and

PROVIDED FURTHER, that the Surety is NOT bound by any arbitration term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that the Surety is NOT bound by any indemnification term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that this bond is NOT a substitute for and is NOT meant to, or intended to, supplement the insurance required to be furnished by the Principal in accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that this bond does not provide coverage for and the Surety shall not be liable for molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, mycotoxins, toxins, viruses, or their related parts, nor the remediation thereof, nor the consequences or the results of their occurrence, existence, or appearance, whether or not they were caused by Principal's actions or inactions; and

PROVIDED FURTHER, that this bond does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war; and

PROVIDED FURTHER, that in any lawsuit involving this bond the prevailing party shall be awarded its attorney fees.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 20th day of July, 2018.

APPROVED AS TO FORM:

By: _____ Obligees (Seal)

PRINCIPAL: Big Man Washes
(Seal)

By: [Signature] CEO
(title)

INSURORS INDEMNITY COMPANY
(Seal)

By: [Signature]
Kari Fumerola, Attorney-in-Fact



P&C 877 282 1625
Bonds 800 933 7444

225 South Fifth Street
PO Box 2683
Waco, Texas 76702-2683

**TEXAS STATUTORY PAYMENT BOND
(PUBLIC WORKS)**

Bond Number CNB-32126-00

KNOW ALL PERSONS BY THESE PRESENTS:

THAT Big Man Washes (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto City of Killeen, A Texas Municipal Corporation (hereinafter called the Obligee), in the amount of Seven Hundred and Twenty-Eight Thousand Two Hundred and Four Dollars and Fifty-One Cents (\$ 728,204.51) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 11th day of June, 2018, for the construction of

Rental Car Service area, Install new car wash and vaccuum equipment

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provide for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that the Surety's address for giving notice in compliance with section 2253.041 et seq. of the Texas Government Code is:

Insurors Indemnity Company
P.O. Box 2683
Waco, TX 76702-6683;

Or

Insurors Indemnity Company
225 South Fifth Street
Waco, TX 76710.

SIGNED, SEALED AND DATED this 20th day of July, 2018.

PRINCIPAL: Big Man Washes

By: [Signature]
(title)

(Seal)

APPROVED AS TO FORM:

By: _____
Obligee

INSURORS INDEMNITY COMPANY

By: [Signature]
Kari Fumerola, Attorney-In-Fact

(Seal)

**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas**

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-32126-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Kari Fumerola of the City of Carrollton, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

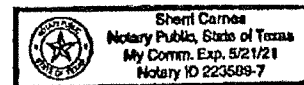
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sherril Carnes
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 20th day of July, 2018.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORS.COM.



P&C 877 282 1625
toll-free 800 933 7444

225 South Fifth Street
P.O. Box 2683
Waco, Texas 76702-2683

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.