



**PROJECT AGREEMENT
FOR BUILDING ENVIRONMENTAL SYSTEMS FROM
*ABM Building Services***

Proposal Date	Proposal Number	Agreement Number	Page
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BY AND BETWEEN

ABM Building Services
6120 West by North West, Suite 100
Houston, Texas 77040
Hereinafter: CONTRACTOR

and

Nueces County
901 Leopard St., Suite 303
Corpus Christi, Texas 78401
Hereinafter: CUSTOMER

SERVICE SHALL BE PROVIDED AT THE FOLLOWING LOCATION

Ricard Borchard Fairgrounds 1213 Terry Shamsie Boulevard, Robstown, TX. 78380 for the net price of One hundred eighty-five thousand four hundred fifty dollars and No/100 Dollars (\$185,450.00)

Contractor proposes to supply all materials and labor to accomplish the following:
Please see Attachment A for detailed scope of work.
Warranty Terms:

- Two years full service parts and labor
- Five years on compressor parts

Equipment has 16 week leadtime AFO (After Receipt of Order)

In parallel, Nueces County is in the process of negotiating Pursuant to the actions of the Court on December 4, 2019 to approve the Letter of Intent with **ABM Building Services, LLC.** to conduct a detailed evaluation study of certain Nueces County buildings, including those listed on the County’s Capital Improvements Program for energy conservation for the purpose of developing and anticipated Energy Savings Performance Contract (ESPC). It is anticipated that the ESPC will be signed May 6, 2020. Under this agreement, all costs associated with this project will be deferred and combined with the Counties ESPC contract under the condition the contract is signed within 6 months of the execution of this project agreement. Should the ESPC not be signed by this time, Nueces County agrees to pay for this work separated and will be billed in full under a separate invoice for this project with payment terms as outline in paragraph 3 of the Terms & Conditions contained herein.

Project Objective:

Turnkey replacement of one (1) 70 ton AAON unit

CONTRACTOR WILL PROVIDE THE FOLLOWING TO CUSTOMER:

- Removal of and disposal of existing RTU system(s)
- Furnish and install new AAON RTU HVAC system, same tonnage, 410 A, to include:
 - Qty. (1) AAON Model RN070 packaged rooftop uni, designed for 460V/3Ph/60HA power
- Disconnect/ reconnect of all power and controls
- Equipment start-up
- Crane and rigging
- Safety barriers
- Site clean-up upon completion
- Mechanical permitting
- Insurance and bonding

This price excludes the following:

- Work not listed above

Note:

This proposal is valid for thirty days from date.

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below . This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein. This annual Agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

CONTRACTOR

CUSTOMER

Sales Executive:

Approved for Contractor

Approved for Customer

Signature:

Date:

Signature:

Date:

Name:

Name:

Title:

Title:

ATTACHMENT A

In developing this proposed Statement of Work (SOW) we have specified equipment that will deliver both high efficiency and a lower total cost of ownership. The unit being specified is designed to address the climate issues and challenges found in Corpus Christi.

Enhancement include the following:

- Factory applied sealant to protect the fins and casing from salt air
- Aluminized Steel heat exchanger with a 15 year warranty
- Improved energy efficiency delivered by the inclusion of VFD drives on fans and compressors.

Our proposed equipment enhancement deliver industry leading efficiency of operation and an extension of the useful life of the equipment reducing the Total Cost of Ownership to the County over the life of the equipment. In developing our solution we are focused on driving the maximum energy savings and lowest Total Cost of Ownership over the 15 year term of the Performance Contract period with guarantee of both the equipment performance and savings realized.

The unit specifications are as follows:

AAON Packaged Rooftop Unit

Qty. (1) AAON Model RN070 packaged rooftop unit, designed for 460V/3Ph/60HZ power complete as follows:

- Galvanized steel (G90) casing with enamel finish
- Unit cabinet is double wall construction with interior 2" thick, R13 foam insulated panels
- Sloped stainless steel drain pans
- Access doors with full length stainless steel piano hinges and quarter turn, zinc cast lockable handles
- Variable capacity scroll type compressors – Lead Circuits
- Modulating hot gas reheat
- Polymer E-Coated condenser coil
- 2" – 30% filters
- Disconnect
- Premium efficiency direct drive blower motors with VFD
- Natural gas heat
- Aluminized Steel heat exchanger
- VFD Condenser Fans and Adjustable Compressor Lockout
- Return air bypass
- Economizer

Controls standard on units:

- Factory mounted D-PAC Precision - Wattmaster controls w/ BACnet capability
- Factory installed sensors: outside air temperature, outside air humidity, proof of flow, dirty filter, suction pressure transducer
- Field installed sensors: supply air temperature, space temperature/humidity

Services and Warranties:

- 2 years parts and labor
- 5 year non-prorated compressor warranty (parts only)
- 15 year non-prorated stainless steel heat exchanger warranty (parts only)
- Factory certified startup

Crane and rigging

Mechanical permit

Labor (normal business hours) and misc. materials

Start-up of systems

Original unit EER of 6.0 (estimated) to the new unit EER of 9.3, .10 KW per hour cost, and reduced airflow the estimated hourly savings will be between \$1.10 to \$1.20 per hour of operation. The new unit will have variable capacity control compressors on the lead circuit so this will allow for better temperature control and energy savings, as well as longer life for the compressors. The fan has a VFD

on it, which will offer energy savings and longer life for the fan motors. The new unit will also come with the most current controller which allows for greater range of control and operation, which can also lead to extended energy savings.

Regulated by the Texas Dept. of Licensing & Regulation, PO Box 1257, Austin, TX 78711 1-800-803-9202
TACLA73910C

PROJECT AGREEMENT TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of performance. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty, that the Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the contractor's rates in effect.
3. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire balance of the Agreement price shall become due and payable immediately upon demand. All past due amounts shall accrue interest at the maximum rate permitted by applicable law.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. If there is any alteration to, or deviation from, this Agreement involving extra work, the cost of materials and/or labor will become an extra charge (fixed price amount to be negotiated or on a time and material basis at Contractor's rates then in effect) over the price stated in this Agreement.
6. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all expenses, costs, and attorneys' fees incurred by Contractor.
7. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of performance of the work.
8. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, (including those by Contractor's employees), lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its affiliates, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.

10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
11. Contractor's obligations under this Agreement and any subsequent agreements do not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Customer of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work under this Agreement shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted.
12. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Customer's facility, arising out of or in connection with the Contractor's work under this Agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
13. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.