



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

Proposal Date	Proposal Number	Agreement Number	Page
07/15/2020	PP030981	85530951	1 of 2

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:

Hazle Bazemore Park - for the net price of Four hundred eighteen thousand seven hundred seventy-eight dollars and No/100 Dollars (\$418,778)

Contractor proposes to provide Improvements pursuant to TIPS Contract #181101 to accomplish the following:

CONTRACTOR WILL PROVIDE THE FOLLOWING TO CUSTOMER:

HAZEL BAZEMORE COUNTY PARK

4343 COUNTY ROAD 69

CORPUS CHRISTI, TX

CONTRACTOR SHALL PROVIDE AND INSTALL THE FOLLOWING SCOPE OF WORK

A NEW DOG PARK AT HAZEL BAZEMORE PARK

This scope of work includes the following:

- Construct new dog park as shown in Drawing S5.0 and S5.2 provided by Wheaton Engineering, which are attached hereto as Appendix A and incorporated herein by reference.
- Provide and install synthetic turf
- Provide and install 6' high fence with gate
- Provide new signage

This price excludes the following:

- None

NEW PICNIC TABLES AND COVERS

CONTRACTOR shall provide and install a new picnic tables and covers at Hazel Bazemore Park.

This scope of work includes the following:

- Provide one (1) concrete slab and one (1) shade structure with one (1) new picnic table for Dog Park as shown on Drawing S5.0 provided by Wheaton Engineering in Appendix A
- Provide one (1) concrete slab and one (1) shade structure with one (1) new picnic table and one (1) charcoal grill shown as on Drawing S5.0 provided by Wheaton Engineering in Appendix A
- Provide new picnic tables to be installed under the existing large BBQ pavilion area to match existing seating capacity.
- Replace existing one (1) drinking fountain with one (1) new equivalent drinking fountain
- Provide and install new 8' high cedar fence in area as shown on Drawing S5.0 provided by Wheaton Engineering in Appendix A

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. Scope of work is limited to the items specifically listed 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. Payment shall be made 30 days after execution of this agreement. 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.

CONTRACTOR

CUSTOMER

Sales Executive: _____

Approved for Contractor

Approved for Customer

Signature: _____

Date: _____

Signature: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

Regulated by the Texas Dept. of Licensing & Regulation, PO Box 1257, Austin, TX 78711 1-800-803-9202 TACLA73910

PROJECT AGREEMENT TERMS AND CONDITIONS

1. This Project Agreement is issued pursuant to TIPS Contract #181101 and is subject to the attached Project Agreement Terms and Conditions.

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.

APPENDIX A