

CONTRACT

Between the Owner:

Nueces County Hospital District
555 N. Carancahua St., Ste. 950
Corpus Christi, Texas 78401-0835
Contact: Jonny F. Hipp, ScD, FACHE
Phone: (361) 808-3300
Email: jonny.hipp@nchdcc.org

and the General Contractor:

Abel's Paving & Construction
1442 Cliff Maus Dr.
Corpus Christi, TX 78405-3912
Contact: Abel Garza, Jr.
Phone: (361) 852-1194
Email: abelspaving@gmail.com

The Contractor has made a contract for construction with the Owner for the following project:

Memorial Medical Center Site Improvements; 2606 Hospital Boulevard, Corpus Christi, Texas

This Contract for Services (this "Contract") is made effective the **15th** day of **November, 2019**, by and between **Nueces County Hospital District** and **Abel's Paving & Construction, Inc.** In this Contract, the party who is contracting to receive services, **Nueces County Hospital District** will be referred to as "OWNER" and the party who will be providing the services, **Abel's Paving & Construction, Inc.** will be referred to as "GENERAL CONTRACTOR."

DESCRIPTION OF SERVICES

GENERAL CONTRACTOR will provide the services described below, collectively referred to as the "Scope of Work"

SEE ATTACHED BID # 801419-4482, herein incorporated by reference.

PAYMENT FOR SERVICES: In exchange for the Services listed above in the scope of work and subject to the provisions as set forth herein, OWNER will pay GENERAL CONTRACTOR the sum of **\$49,061.00.**

Payment of contract price and conditions as follows:

- a) OWNER will pay GENERAL CONTRACTOR for invoice identifying the work completed and approved along with a corresponding release of lien, if any. The invoice and lien release shall have the job name and number clearly noted.
- c) No payment shall be made by OWNER to GENERAL CONTRACTOR until GENERAL CONTRACTOR has satisfied all obligations of the contract and scope of work.
- d) GENERAL CONTRACTOR shall ensure that all lower tier subs, vendors, suppliers and employees, if any, are paid all amounts due in connection with the performance of this Contract.
- e) All work order additions and or omissions must be approved by OWNER and GENERAL CONTRACTOR will accept all financial responsibility for any work performed that is not covered in this Contract or that is not approved by OWNER.

PERFORMANCE: GENERAL CONTRACTOR is required to meet all reasonable completion schedules set forth by the OWNER, therefore GENERAL CONTRACTOR agrees to, supply as many workers as needed, or work as many hours as needed, to meet these completion schedules as well.

GENERAL CONTRACTOR represents that, he has visited the site to ascertain the nature and location of the Work prior to submitting his bid or executing this Contract. No extra payments shall be allowed for claims of additional work that could have been determined or anticipated by proper and careful examination of the project site unless approved in advance by OWNER.

This Contract shall not become effective and no work shall begin until GENERAL CONTRACTOR has provided OWNER an Insurance Certificate in accordance with this Purchase Order/Subcontract.

ACCEPTED AND AGREED TO:

Nueces County Hospital District

By: _____

Jonny F. Hipp
Jonny F. Hipp, ScD, FACHE

Administrator/Chief Executive Officer

Date: _____

11/14/2019

Abel's Paving & Construction, Inc.

By: _____

Abel Garza, Jr.

Owner

Date: _____

A. COVENANTS: GENERAL CONTRACTOR covenants OWNER as follows:

- a) in performing the Services hereunder, it will comply at all times with all applicable laws and regulations of the United States and any jurisdiction in which it performs the services hereunder;
- b) in performing the services hereunder, it and its employees and agents will comply with all applicable OWNER policies and standards which are provided to GENERAL CONTRACTOR in writing and shall perform the Services in a manner consistent with the ethical and professional standards of OWNER which are provided to it and brought to its attention prior to the commencement of Services under this Contract.
- c) It's employee and agents will comply at all times with all security provisions in effect from time to time at OWNER'S premises, with respect to access to premises, and all materials belonging to GENERAL CONTRACTOR and/or OWNER; it will perform the Services hereunder in a good and workmanlike manner. Should GENERAL CONTRACTOR fail to perform in a good and workmanlike manner, then OWNER, without waiving any of its other rights and remedies under this contract or the law, shall have the right to take whatever steps it deems necessary to correct the deficiencies and charge the cost thereof to the GENERAL CONTRACTOR.

B. TOOLS: GENERAL CONTRACTOR is responsible for furnishing all tools and equipment required to fulfill this Contract. OWNER will not be responsible for any lost or stolen tools or equipment.

C. OVERTIME: GENERAL CONTRACTOR shall be responsible for including any overtime, in its original bid, required to meet the completion schedule set forth by this Contract.

D. TERM: This Contract will terminate automatically upon completion by GENERAL CONTRACTOR of the Services required by this Contract, but not later than sixty (60) days from the effective contract date.

E. CANCELLATION / TERMINATION: In the event that the "Scope of Work" is canceled GENERAL CONTRACTOR will be compensated for any work completed based on the breakdown of its bid. If the work completed is not covered in CONTRACTOR'S bid then OWNER reserves the right to compensate GENERAL CONTRACTOR based on a percentage scale of work completed up to the cancellation date. OWNER reserves the right to terminate this Contract at any date, with no further compensation, if OWNER determines that GENERAL CONTRACTOR is not performing its obligations to fully meet this Contract.

F. RELATIONSHIP OF PARTIES: It is understood by the parties that GENERAL CONTRACTOR is an independent contractor with respect to OWNER, and not an employee of OWNER. OWNER will not provide fringe benefits, including liability, workman's compensation, health insurance benefits, paid vacation, or any other employee benefit, for the benefit of GENERAL CONTRACTOR.

G. AVAILABILITY: GENERAL CONTRACTOR agrees to participate in a minimum of one pre-construction meeting with OWNER or OWNER'S agent, and will also attend scheduled meetings with OWNER or OWNER'S agent upon notice of no less than 48 hours.

H. RECEIPT OF GOODS: GENERAL CONTRACTOR agrees to have a representative available at the work site that will be responsible for inspecting and accepting all goods delivered to OWNER. GENERAL CONTRACTOR also agrees to be financially responsible for the replacement of any damaged, lost, or stolen goods due to GENERAL CONTRACTOR'S negligence. A delivery notice will be issued to GENERAL CONTRACTOR 24 hours prior to any delivery deemed to be after hours.

I. CONFIDENTIALITY: GENERAL CONTRACTOR, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of GENERAL CONTRACTOR, or divulge, disclose, or communicate in any manner, any information that is proprietary to OWNER. GENERAL CONTRACTOR and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, GENERAL CONTRACTOR will return to OWNER all records, notes, documentation and other items that were used, created, or controlled by GENERAL CONTRACTOR during the term of this Contract.

J. INDEMNIFICATION: THE GENERAL CONTRACTOR HEREBY INDEMNIFIES AND AGREES TO SAVE AND HOLD HARMLESS OWNER, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS (THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, DEMANDS, DAMAGES, LOSSES, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, INTEREST, COURT COST, ATTORNEY'S FEES AND EXPENSES, AND OTHER COSTS OF DEFENSE) BROUGHT BY ANY PERSON, FIRM OR CORPORATION FOR INJURIES TO OR THE DEATH OF THE GENERAL CONTRACTOR, EMPLOYEE AND AGENTS OF THE GENERAL CONTRACTOR, OR ANY OTHER PERSON, OR DAMAGE TO OR LOSS OF ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT.

GENERAL CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER, ITS EMPLOYEES AND AGENTS, HARMLESS FROM AND AGAINST ANY CLAIMS, DEMANDS, LOSS, DAMAGE TO PROPERTY RESULTING FROM THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF ANY CONTRACTOR, ITS EMPLOYEES AND AGENTS RESULTING FROM ANY DETERMINATION THAT CONTRACTOR IS NOT AN INDEPENDENT CONTRACTOR, OR RELATED TO CLAIMS



BY ANY EMPLOYEES OR AGENTS OF SUBCONTRACTOR FOR INJURIES OR DAMAGES UNDER WORKERS' COMPENSATION OR SIMILAR ACTS.

K. WARRANTY: GENERAL CONTRACTOR shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in GENERAL CONTRACTOR'S community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to GENERAL CONTRACTOR on similar projects. Installation warranty period shall not exceed 365 days from the completion date of this Contract.

L. CONDUCT AND APPEARANCE: GENERAL CONTRACTOR, and all its employees, agents, or representatives shall conduct themselves in a professional manner at all times. Appearances by GENERAL CONTRACTOR'S workers shall meet the guidelines set forth by OWNER (i.e., no short pants, no T-shirts with offensive language or symbols, no wearing of any garments or hat that bears the name or trademark of any company that might be in competition with OWNER).

M. INSURANCE: All insurance coverage's pertaining to work performed under this Contract carried by a GENERAL CONTRACTOR, whether or not required hereby, shall fully extend to and protect OWNER, its co-owners and joint ventures (if any) in any project covered hereby or in connection with which services covered or contemplated by this Contract are to be performed to the full amount of such coverage.

GENERAL CONTRACTOR shall purchase or provide, at GENERAL CONTRACTOR'S sole cost and expense, the following insurance:

- a) Workers Compensation and Occupation Disease Insurance for all jurisdictions applicable to any work to be performed covering all persons employed by GENERAL CONTRACTOR for services to be performed under this Contract;
- b) Employer's Liability Insurance, not less than \$2,000,000 per occurrence;
- c) Comprehensive General liability insurance covering all services performed under this Contract, including coverage for liability assumed in this Contract, not less than \$2,000,000 per occurrence; with PIL and advertising limits of not less than \$1,000,000 per occurrence; and products-completed operations limits of not less than \$1,000,000 per occurrence;
- d) Automobile Liability insurance covering all owned, and hired motor vehicles used in connection with services under this Contract, not less than \$1,000,000 per occurrence; and
- e) Property insurance for the full value of all other property owned or rented by GENERAL CONTRACTOR and used in connection with services under this Contract.

The liability of GENERAL CONTRACTOR under the indemnification and hold harmless provisions hereof shall not be limited to or by the insurance GENERAL CONTRACTOR is required to provide.

SUBROGATION – Unless prohibited by law, all policies of insurance pertaining to work performed under this Contract held or obtained by GENERAL CONTRACTOR, whether required by this Contract or not, shall state that the underwriters or insurers waive any and all claims against. OWNER, its co-owners and joint ventures, and its officers, directors agents, employees, and invitees, for injuries, deaths, losses or damages covered by such policies. GENERAL CONTRACTOR shall furnish OWNER with



certificates in evidence of the above insurance which shall also provide that the insurance will not be materially changed or cancelled before thirty (30) days written notice to OWNER.

ADDITIONAL INSURED – GENERAL CONTRACTOR shall cause the insurance company to name OWNER as an additional insured on all of the above insurance pertaining to work performed under this Contract.

N. INJURIES: GENERAL CONTRACTOR acknowledges GENERAL CONTRACTOR'S obligation to obtain appropriate insurance coverage as stated above for the benefit of GENERAL CONTRACTOR (and GENERAL CONTRACTOR'S employees, if any). GENERAL CONTRACTOR waives any rights to recovery from OWNER for any injuries that GENERAL CONTRACTOR (and/or GENERAL CONTRACTOR'S employees) may sustain while performing services under this Contract and that are a result of the negligence of GENERAL CONTRACTOR or GENERAL CONTRACTOR'S employees.

O. REMEDIES: In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 3 working days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

P. ENTIRE AGREEMENT: This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

Q. SEVERABILITY: If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

R. AMENDMENT: This Contract may be modified or amended in writing, if the writing is signed by both parties.

S. GOVERNING LAW: This Contract shall be construed in accordance with the laws of the State of Texas without regard to choice of law principles that may apply the law of another jurisdiction. Venue shall be in a court of appropriate jurisdiction in Nueces County, Texas.

T. NOTICE: Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

U. ASSIGNMENT: Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party.



Abel's Paving & Construction, Inc.

1442 Cliff Maus Drive

Corpus Christi, TX 78405

Office: 361-852-1194 Fax: 361-852-1443

PROPOSAL

Date	Proposal
10/9/2019	801419-4482

Name / Address
Hanson Professional Services 4501 Gollihar Rd Corpus Christi, TX 78411

Work Location
Memorial Hospital Public Improvements

Scope of Work				
#	Qty	Description	Cost	Total
	1	- MOBILIZATION	5,000.00	5,000.00
	1	- STORM WATER POLLUTION PREVENTION PLAN	1,400.00	1,400.00
	2,142	- CONCRETE SIDEWALK	6.50	13,923.00
	1	- FIRE HYDRANT ASSEMBLY INCLUDING ALL FITTINGS	5,700.00	5,700.00
	1	- 8" TAPPING SLEEVE	3,000.00	3,000.00
	1	- 6" GATE VALVE	1,538.00	1,538.00
	1	- TRAFFIC CONTROL	950.00	950.00
	9	- DEMO CURB AND GUTTER FOR ADA RAMPS	150.00	1,350.00
	9	- ADA RAMPS	1,455.00	13,095.00
	200	- PAVEMENT REPAIR	4.75	950.00
	1	- SODDING	2,200.00	2,200.00

Subtotal \$49,106.00

Sales Tax (8.25%) \$0.00

Total \$49,106.00

PROPOSE HEREBY TO FURNISH LABOR TO COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS AND WEATHER CONDITIONS

DRAWS WILL BE PAID EVERY OTHER FRIDAY

ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING IN EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDER, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, OR DELAYS BEYOND OUR CONTROL. ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENTS WILL BE MADE AS OUTLINED ABOVE.

RESPECTFULLY
SUBMITTED _____

Signature _____

Date _____

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENTS WILL BE MADE AS OUTLINED ABOVE. PROPOSAL IS GOOD FOR 30 DAYS.