

CAUSE NO. 2021DCV-4839-H

ESTATE OF WILLIAM R. DURRILL, SR.,	§	IN THE DISTRICT COURT
DECEASED	§	
	§	
VS.	§	_____ JUDICIAL DISTRICT
	§	
NUECES COUNTY, TEXAS AND	§	
ABM BUILDING SERVICES, LLC	§	NUECES COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION
AND REQUEST FOR TEMPORARY INJUNCTION

TO THE HONORABLE JUDGE OF SAID COURT:

William R. Durrill, Jr., as the Successor Independent Co-Executor of the estate of William R. Durrill, Sr. deceased, complains of Nueces County, Texas and ABM Building Services, LLC, and for cause of action shows:

1.0 Discovery Plan, Parties, and Venue

1.1 Plaintiff seeks monetary relief of \$250,000 or less and non-monetary relief. Plaintiff asserts that discovery should be conducted in accordance with Level 3 of Texas Rule of Civil Procedure 190.4.

1.2 The damages sought are within the jurisdictional limits of the court.

1.3 Plaintiff William R. Durrill, Jr., Independent Co-Executor of the estate of William R. Durrill, Sr. is an individual residing in the state of Texas who may be served through counsel of record. William R. Durrill, Jr., brings this action in his capacity as one of the Independent Co-Executors of the Estate of William R. Durrill, Sr., deceased.

1.4 Defendant Nueces County, Texas is a political subdivision of the State of Texas and may be served with process by serving its county judge Hon. Barbara Canales.

1.5 Defendant ABM Building Services, LLC is a limited liability company organized in Delaware and doing business in Texas. It may be served through its registered agent C T Corporation System at 1999 Bryan St., Ste. 900, Dallas, Texas 75201.

1.6 Venue is proper in Nueces County because Nueces County, Texas is a defendant, because the acts that form the basis of this complaint were committed within Nueces County, and because the written agreement and prior agreed judgment were entered into in Nueces County.

2.0 Facts and Claims

2.1 This dispute principally concerns the Nueces County Heritage Park Construction Project, better known as the Robstown Fairgrounds (“Fairgrounds”), and the history of Nueces County’s actions to fund and construct improvements, including an amphitheater at the Fairgrounds. In 1999, Nueces County submitted a bond proposal to the county’s voters to fund the county’s plans for the creation and construction of the Fairgrounds. When the bond proposal was voted down, the Nueces County Commissioner’s Court (“Commissioner’s Court”) decided to perform an end-run around the voters by issuing certificates of obligation to fund the improvements at the Fairgrounds. Through this mechanism the Commissioner’s

Court obtained funding without another direct vote (and the likely further disapproval) by the tax-paying citizens of the county. Over the next half a decade, the Commissioner's Court approved various construction contracts for the Fairgrounds, including the completed construction of "Phase 1," what exists now as the current Fairgrounds.

2.2 On February 16, 2007, William R. Durrill, Sr. filed suit against Nueces County, alleging irregularities in the approval and funding of the Fairgrounds projects in Cause No. 07-815-C, William R. Durrill, Sr. v. Nueces County, Texas, filed in the 94th Judicial District Court of Nueces County, Texas. The county filed its answer on or about March 19, 2007, disputing the allegations. The county and William R. Durrill, Sr. subsequently entered into a Settlement Agreement and Release ("Settlement Agreement," **Exhibit A**) to resolve the lawsuit on March 21, 2007.

2.3 The Settlement Agreement contained multiple terms addressing obligations Nueces County would undertake before it continued further work on the Fairgrounds project. The county was required to conduct public meetings to assess whether or not to proceed with further construction, to provide clearly labeled public postings for these meetings, to conduct a viability study, and to provide notice of the Commissioner's Court's meetings where "the method of awarding the contracts for such construction shall be considered and determined." If the county followed all such steps, further work on the project was required to be

awarded via “competitive bidding” as defined in the County Purchasing Act, Section 271.115 of the Texas Local Government Code.

2.4 On April 8, 2016, William R. Durrill Sr. passed away. Robert Anderson was appointed the Independent Executor of his estate in Cause No. 2016-PR-00238-3, Estate of William R. Durrill, Sr., in County Court at Law No. 3, Nueces County, Texas. Robert Anderson subsequently withdrew as executor in favor of the appointment of decedent’s children, William R. Durrill, Jr, Melissa Holtz, and Micki Durrill, as Successor Independent Co-Executors of the estate effective of November 15, 2021. **See Exhibit B, Letters Testamentary.**

2.5 In 2021, Plaintiff William R. Durrill Jr. became aware that Nueces County had once again been actively debating new construction at the Fairgrounds. Further research revealed that the Commissioner’s Court had approved the design and construction of an amphitheater for the Fairgrounds in a multi-million dollar construction contract with ABM Building Services, LLC via a “Bundled Energy Solutions Project Agreement” (“Energy-Savings Agreement,” **Exhibit C**).

2.6 According to the project description, the nominal purpose of the Energy Savings Agreement is for “Professional Services for energy efficiency improvements for Nueces County.” And indeed, much or most of the Energy-Savings Agreement details electrical, plumbing, lighting, and other infrastructure upgrades to be performed across various Nueces County properties, such as the county courthouse, jail, and the juvenile detention center.

2.7 Hidden in the Energy-Savings Agreement, however, is a proposal entitled “NON ECM-5,” documenting an agreement for the whole-cloth construction of a new amphitheater and outdoor stage for the Fairgrounds. **See Exhibit C, page 59.** Notably absent from the proposal is any indication whatsoever that the Commissioner’s Court had complied with any of the restrictions the county had agreed to as part of the Settlement Agreement. On information and belief, the Energy Savings Agreement was approved and executed by Barbara Canales as County Judge on or about September 23, 2020.

2.8 William Durrill Jr. voiced his objections to the Commissioner’s Court both privately and in public meetings, alerting those responsible to the county’s failure to uphold its obligations under the Settlement Agreement. Despite this, the Energy Savings Contract remains in force. The illegal and improperly financed and approved construction could begin at any time.

3.0 First Cause of Action – Breach of Contract

3.1 Plaintiff incorporates paragraphs 2.1 – 2.8 above by reference.

3.2 Plaintiff sues for breach of contract against Nueces County, Texas for its failure to uphold the terms of the 2007 Settlement Agreement, including the following:

- a. Failing to conduct a viability study in light of the county’s current financial resources and prior commitments;

- b. Failing to issue a clear, public notice for the Commissioner's Court to consider the merits of continuing construction at the Fairgrounds;
- c. Failing to openly debate appropriate methods for the awarding of construction contracts relating to the Fairgrounds;
- d. Failing to utilize "competitive bidding" as defined in the County Purchasing Act or Section 271.115 of the Texas Local Government Code;
- e. In lieu of item (d) above, failing to obtain (i) a written opinion from the Texas Attorney General, (ii) new Texas legislation, or (iii) an affirmative opinion from an appellate court of competent jurisdiction confirming that the construction manager at risk method is sufficient;

3.3 In addition to specific performance of the contract, Plaintiff is further entitled to the recovery of his reasonable attorney's fees for the prosecution of this suit in accordance with Section 6 of the Settlement Agreement.

4.0 Application for Temporary and Permanent Injunction

4.1 Plaintiff incorporates paragraphs 2.1 – 3.3 above by reference.

4.2 Pursuant to Texas Rules of Civil Procedure Rule 681, Plaintiff seeks a temporary injunction forbidding ABM Building Services, LLC and Nueces County, their employees, servants, contractors, subcontractors, or agents from beginning or

continuing construction or the performance of any services under the Energy Savings Agreement relating to the Robstown Fairgrounds prior to trial on the merits of this suit. Nueces County is in plain, material breach of the 2007 Settlement Agreement, having performed none of its obligations to assess the viability of further Fairgrounds' construction, nor to debate and approve further construction in an open and transparent way.

4.3 The entire purpose of the 2007 Settlement Agreement was to create a procedure for the county to follow to ensure any further construction and development of the Fairgrounds took place only after a thorough and visibly public review. If construction is allowed to proceed, these tax-payer protections bargained for in the 2007 Settlement Agreement will be made utterly worthless. The harm will be immediate and irreparable. There is no clear and adequate remedy for Plaintiff other than injunctive relief, which will preserve the status quo of the case.

4.4 Plaintiff requests this court set this matter for hearing on the issuance of a temporary injunction, and for the issuance of a permanent injunction upon trial on the merits.

4.5 Plaintiff is requesting injunctive relief so that justice may be done, not merely for delay. Plaintiff has performed all conditions precedent and is ready, willing, and able to perform any equitable acts as the court deems necessary, including the posting of a bond.

Prayer

WHEREFORE, Plaintiff requests that:

A. Defendants be cited to appear and show cause, and that on hearing, a temporary injunction be issued enjoining ABM Building Services, LLC and Nueces County, their employees, servants, contractors, subcontractors, or agents from beginning or continuing construction or the performance of any services under the Energy Savings Agreement relating to the Robstown Fairgrounds, and for a final injunction to be issued upon trial on the merits;

B. Plaintiff be awarded a judgment compelling specific performance of the terms of the 2007 Settlement Agreement prior to further construction taking place;

C. Plaintiff be awarded its reasonable and necessary expenses and attorney's fees; pre- and post-judgment interest as provided by law; and taxable court costs;

D. Plaintiff be awarded any other and further relief to which Plaintiff may be justly entitled.

Respectfully submitted,

LAW OFFICE OF WILSON CALHOUN

500 N. Water Street, Suite 607

Corpus Christi, Texas 78401

(361) 882-3300

Fax: (361) 888-5404

E-Mail: wilson@wcalhoun.com

E-Mail: michael@wcalhoun.com

BY: 

WILSON CALHOUN,

Attorney in Charge

State Bar No. 03645500

MICHAEL W. SHAFFER

State Bar No. 24089427

ATTORNEY FOR PLAINTIFF

VERIFICATION

Pursuant to Texas Civil Practice and Remedies Code Chapter 132, William Durrill, Jr., independent co-executor of the estate of William Durrill, Sr., makes the following unsworn declaration:

"My name is William Durrill Jr., my date of birth is 5-4-70, and my address is 302 CLAREMORR, C.C. TX. 78912 I declare under penalty of perjury that I have read the foregoing petition and that every fact statement contained therein is true and correct and within my personal knowledge.



William Durrill, Jr.
Independent Co-Executor of the estate of
William Durrill, Sr.,

EXHIBIT

A

CAUSE NO. 07-815-C

WILLIAM R. DURRILL, SR.	§	IN THE DISTRICT COURT
	§	
	§	94TH JUDICIAL DISTRICT
v.	§	
	§	
NUECES COUNTY, TEXAS	§	NUECES COUNTY, TEXAS

SETTLEMENT AGREEMENT AND RELEASE

This Compromise Settlement Agreement (“Settlement Agreement”) is by and between WILLIAM R. DURRILL, SR. (hereafter referred to as “Plaintiff”), as the Plaintiff in the above styled and numbered cause of action, and NUECES COUNTY, TEXAS. (referred to hereafter as “Defendant” or “County”), as Defendant in the above styled and numbered cause of action.

PREMISES/RECITALS

This agreement is based on the following premises and understandings between the parties:

A. Plaintiff and the Defendant are the plaintiff and defendant in Cause No. 07-815-C in the 94thth Judicial District Court, Nueces County, Texas, *William R. Durrill, Sr. v. Nueces County, Texas* (referred to hereafter as the “Lawsuit”).

B. The Lawsuit alleges errors and/or omissions by officials of the County in the procedures followed for the issuance of certificates of obligation in connection with the financing of the construction of the Regional Fairground Complex and other County projects and, additionally, alleges that the County may not utilize the construction manager at risk method of construction relative to the Regional Fairground Complex to the extent that funds for such construction were derived from certificates of obligation. More specifically Plaintiff has alleged

that Section 271.054 of the Texas Local Government Code prescribes that "competitive bidding" is the only way that projects may be constructed when certificate of obligation funds are utilized and that the method utilized by the County pursuant to Sections 271.118, Texas Local Government Code, is improper.

C. The County disputes both the allegations of Plaintiff and asserts that the certificates of obligation were issued as prescribed by law, that adequate agenda notices for Commissioners' Court meetings was posted, and that proper notice of the certificates of obligation and the purpose thereof was placed in a newspapers of general circulation as prescribed by law.

D. The parties both acknowledge the following: that there will be high costs incurred by them in the further prosecution and defending of this litigation, including any possible appeals; that further pursuit of the litigation process would inevitably cause further delays and uncertainty in the County's procurement process for this project; and that the interests of the citizens of Nueces County, under such circumstances, would be better served by entering into this compromise settlement that will enable the County to proceed with the completion of Phase 1, Parts A and B.

AGREEMENT AND RELEASE

NOW, THEREFORE, in consideration of the premises set forth above and the mutual promises and agreements herein contained, the parties agree as follows:

1. Agreed Judgment. Plaintiff and Nueces County shall present to the above described Court an Agreed Judgment that shall be substantially in the form and content of that which is attached hereto as Exhibit "A," and Nueces County shall comply with the terms of such

Agreed Judgment. This agreement presumes that the Court will approve such an agreed judgment, and the effectiveness of this agreement is contingent upon such approval.

2. Additional commitments by the Parties. As part of the further consideration for this agreement, the parties have agreed as follows.

a. Agenda Item as to Phase 2 of the Regional Fairgrounds Project, Heritage Center. Plaintiff recognizes that the Commissioner's Court of Nueces County may choose to consider whether to proceed or not proceed with the construction of Phase 2 of the Regional Fairgrounds Project, Heritage Center ("Heritage Center Phase"). In such event, the County agrees to do the following:

(1) Prior to taking any action on whether to proceed or not proceed with the construction of the Heritage Center Phase, the County shall conduct one or more public meetings with advance posting, as required by law, of one or more agenda items which clearly inform the public as to the purpose of such meeting(s), thereby affording members of the public the opportunity to be present, to observe, and to be reasonably heard relative to such proposals. Such agenda item(s) shall, at the minimum, set forth the following:

- (a) That the Commissioners' Court will conduct a study to determine the viability of the construction of Phase 2 of the Regional Fairgrounds Project, Heritage Center, in light of the County's other commitments and the financial resources available; and
- (b) That the Commissioners' Court will consider and discuss the merits of proceeding or not proceeding with the construction of Phase 2 of the Regional Fairgrounds Project, Heritage Center; and

(c) That, if the decision is made to go forward with the construction of the Heritage Center, the method of awarding the contracts for such construction shall be considered and determined.

(2) Promptly (and at least within 24 hours) after posting of an agenda item as set forth in Paragraph 2(a)(1) above, the County shall provide to Plaintiff, through his attorney, Robert Anderson, notice of such agenda. Additionally, the County shall endeavor to provide reasonable notice to Plaintiff (through Mr. Anderson) of the proposed agenda noted in Paragraph 2(a)(1) above, thereby affording an opportunity to make suggestion as to the wording of the notice. Such notices may be provided to Mr. Anderson by hand delivery or facsimile at the following address and fax number: 1001 Third St., Suite 1, Corpus Christi, Texas 78401(Fax No. 361-884-4981). The agreement to give these notices is not intended to enlarge, diminish, or modify the requirements of Texas law, and failure to give such notice shall not give rise to a cause of action against the County. This notice requirement shall not extend beyond one (1) year from the effective date of the Settlement Agreement.

b. Method of construction of Heritage Center Phase. If, after due notice of the agenda item described above, the County elects to proceed with construction of Phase 2 of the Regional Fairgrounds Project, Heritage Center then the County agrees that it shall not utilize any method of construction other than "competitive bidding" as set out in the provisions of the County Purchasing Act or Section 271.115, Texas Local Government Code, unless any one of the following should first occur and so long as in compliance with the Court's Judgment:

- (1) The Attorney General of the State of Texas issues an opinion that finds that either the construction manager at risk method (Section 271.118, Local Government Code) or the methods other than “competitive bidding” as authorized by Section 271.113 satisfies the requirements of competitive bidding as set out in Section 271.054, Local Government Code; OR
- (2) The State of Texas enacts legislation clarifying the issue of whether the construction-manager-at-risk method or other alternative methods of construction may be utilized by counties in connection with contracts for which payments will be made through certificates of obligation; OR
- (3) A court of appeals of the State of Texas (or the United States Court of Appeals, Fifth Circuit, in a matter involving application and/or construction of Texas law) enters a holding to the effect that construction-manager-at-risk method or other alternative methods of construction may be utilized by counties in connection with contracts for which payments will be made through certificates of obligation.

c. Request for Attorney General Opinion. As indicated in the Agreed Judgment (Exhibit A) and in Paragraph 2(b) above, Nueces County may elect to submit to the Attorney General of the State of Texas a request for an opinion addressing the issue whether the construction manager at risk method (Section 271.118, Local Government Code), or the methods other than “competitive bidding” as authorized by Section 271.113, satisfies the requirements of competitive bidding as set out in Section 271.054, Local Government Code, that deals with expenditure of funds obtained by the County through certificates of obligation. In such event, the County will provide Plaintiff with a draft of the request to the Attorney General Opinion for such opinion and will afford Plaintiff a reasonable opportunity within which to offer comment and suggestion in order to ensure that the issue is clearly presented. Additionally, Plaintiff will be notified by the

County at or before the date of sending such request for opinion, thereby affording Plaintiff with the opportunity to submit a brief to the Attorney General on such subject.

d. Records Availability. Upon request by Plaintiff, the County agrees to make available to Plaintiff for inspection and copying, at reasonable times and upon reasonable written notice, all records requested that relate to the financing, construction and operation of the County's projects to the extent that such would be producible pursuant to the Texas Public Information Act provided, however, that the County shall not be required to provide any such information as is deemed to be privileged (e.g., attorney-client), confidential, or proprietary. Such items may be withheld and Plaintiff may elect to pursue or not pursue the availability of such items through the normal procedures under state law (e.g., the Public Information Act). Such records shall be produced to the Plaintiff within a reasonable time of the making of such request under the circumstances. Plaintiff shall pay such charges, if any, associated with such production pursuant to the provisions of Section 552.261, Texas Government Code, "Charges for Providing Copies of Public Information" as applied by Section, 161.1 Texas Administrative Code, which provides that charges shall be as established by the Texas Building and Procurement Commission (see Section 111.63 from the Public Information Handbook of the Office of the Attorney General).

e. Release by Plaintiff. Plaintiff agrees to entry of judgment as attached hereto, and to the extent that Plaintiff can release Nueces County, Plaintiff agrees to release it from claims that he could have made against the County for violations of the Open Meetings Act with respect

to the issuance of Certificates of Obligation for the years 2002, 2004, and 2007, and the alleged failure to employ the requirements of competitive bidding with respect to certificates of obligation. The release does not prohibit Plaintiff from pursuing his rights with respect to activities of Nueces County in the future, or for other matters which are not part of this cause, or to enforce this Agreement or the Judgment of the Court.

3. Representation. Plaintiff represents and warrants to Defendant that he has not assigned or transferred any part of his claim that is the subject of this Lawsuit.

4. Miscellaneous.

a. This settlement agreement shall be governed by, construed and enforced in accordance with, and subject to, the laws of the State of Texas, and it is made and performable in Nueces County, Texas.

b. This agreement and all other copies of this agreement, insofar as they relate to the rights, duties, and remedies of the parties, shall be deemed to be one agreement. This agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

c. To the extent that this agreement contains obligations performable after execution hereof, such covenants shall survive the closing.

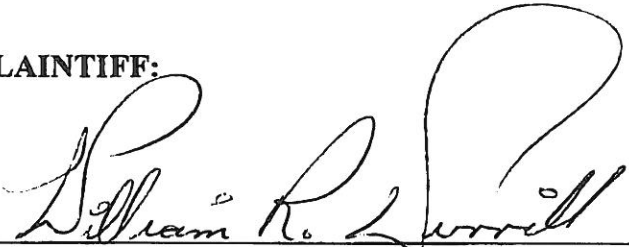
5. Effective Date. This agreement is deemed effective as of the execution by all parties hereto, subject, however, to the approval of the Nueces County Commissioners' Court as provide by law. The effectiveness of this Settlement Agreement is further conditioned upon approval and entry of an agreed judgment in

substantially the same form and content of that which is attached hereto as Exhibit A.

6. In the event that any party brings a suit to enforce the provisions of this agreement, the prevailing party, as determined by the court, may recover its reasonable attorney's fees in the defense or prosecution thereof.

DATED this 21 day of March, 2007.


PLAINTIFF:



WILLIAM R. DURRILL, SR.

DEFENDANT:

NUECES COUNTY, TEXAS

By: 

**SAMUEL L. NEAL
COUNTY JUDGE
NUECES COUNTY, TEXAS**

EXHIBIT A TO SETTLEMENT AGREEMENT AND RELEASE

CAUSE NO. 07-815-C

WILLIAM R. DURRILL, SR.

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§

IN THE DISTRICT COURT

94TH JUDICIAL DISTRICT

v.

NUECES COUNTY, TEXAS

NUECES COUNTY, TEXAS

JUDGMENT (AGREED)

On March ____, 2007, this cause came on to be heard was heard. The parties appeared by and through their respective attorneys of record and announced to the Court that all matters of fact and things in controversy between them had been fully and finally compromised and settled.

IT IS, THEREFORE, ORDERED AND DECLARED as follows:

1. The Court finds and declares that the approval and issuance of certificates of obligation by Nueces County, as approved by the Attorney General of the State of Texas pursuant to Section 271.050, Texas Local Government Code was done in accordance with the provisions of Texas law, including the Texas Local Government Code, Chapter 271, Purchasing and Contracting Authority Of Municipalities, Counties, And Certain Other Local Governments, Subchapter C: Certificate Of Obligation Act. Such certificates of obligation that are the subject of this finding include the following: Nueces County, Texas Combination Tax and Revenue Certificates of Obligation, Series 2002; Nueces County, Texas Combination Tax and Revenue Certificates of Obligation, Series 2004; Nueces County, Texas Combination Tax and Revenue Certificates of Obligation, Series 2007. Certificates of Obligation issued by Nueces County which have been approved by the Texas Attorney General's Office are valid obligations of Nueces County.

2. The Court finds that there is an issue as to whether Section 271.054 of the Texas Local Government Code precludes utilization of alternative project delivery methods for certain projects, as permitted by Section 271.113 of the Texas Local Government Code. Section 271.054 prescribes that “competitive bidding” is the method that should be used for constructing facilities when certificate of obligation funds are utilized, *whereas* Section 271.113, 271.118, Texas Local Government Code, prescribes that certain alternative methods may be used to construct facilities, including the construction manager at risk method prescribed by Section 271.118.

3. In light of the issue that has been raised by this litigation, as set out in Paragraph 2 above, the Court finds that the interest of the parties, including the residents of Nueces County, Texas, will be served by the entry of orders that are consistent with the settlement agreement between the parties, which agreement has been reviewed, and is hereby, approved by this Court. Therefore, consistent with such settlement agreement, the Court GRANTS in part Plaintiff’s request for injunctive relief and DENIES in part Plaintiff’s request for injunctive relief, and the Court ORDERS the following:

a. Nueces County, Texas shall be, and hereby is, commanded to desist and refrain from approving construction of Phase 2 of the Regional Fairgrounds Project, Heritage Center, and from soliciting and awarding bids and/or proposals for construction of Phase 2 of the Regional Fairgrounds Project, Heritage Center, until such time as the Nueces County Commissioners’ Court has undertaken to have one or more public meetings with advance posting(s), as required by law, of agenda items which clearly inform the public as to the purpose of such meeting(s), thereby affording members of the public the opportunity to be present, to

observe, and to be reasonably heard relative to such proposal. Such agenda item(s) shall, at the minimum, set forth the following:

- (1) That the Commissioners' Court will conduct a study to determine the viability of the construction of Phase 2 of the Regional Fairgrounds Project, Heritage Center, in light of the County's other commitments and the financial resources available; and
- (2) That the Commissioners' Court will consider and discuss the merits of proceeding or not proceeding with the construction of Phase 2 of the Regional Fairgrounds Project, Heritage Center; and
- (3) That, if the decision is made to go forward with the construction of the Heritage Center, the method of awarding the contracts for such construction shall be considered and determined.

b. In the event that the Commissioners' Court at a noticed meeting approves the construction of Phase 2 of the Regional Fairgrounds Project, Heritage Center, then Nueces County is commanded to desist and refrain from constructing such Phase 2 by utilizing any method other than "competitive bidding" as set out in the provisions of the County Purchasing Act or Section 271.115, Texas Local Government Code, unless any one of the following should first occur:

- (1) The Attorney General of the State of Texas issues an opinion that finds that either the construction manager at risk method (Section 271.118, Local Government Code) or the methods other than "competitive bidding" as authorized by Section 271.113 satisfies the requirements of competitive bidding as set out in Section 271.054, Local Government Code; OR
- (2) The State of Texas enacts legislation clarifying the issue of whether the construction-manager-at-risk method or other alternative methods of construction may be utilized by counties in connection with contracts for which payments will be made through certificates of obligation; OR
- (3) A court of appeals of the State of Texas (or the United States Court of Appeals, Fifth Circuit, in a matter involving application and/or construction of Texas law) enters a holding to the effect that construction-manager-at-risk method or other alternative methods of construction may be utilized by counties in connection with contracts for which payments will be made through certificates of obligation.

c. Plaintiff's request for an injunction to the effect that Nueces County be enjoined from proceeding with the construction of Phase 1, Parts A and B, utilizing the construction manager at risk method prescribed by Section 271.118, Texas Local Government Code, shall be, and it is hereby, denied. Nueces County, Texas, shall be, and it is hereby, authorized and permitted to proceed with the completion of construction of Phase 1, Parts A and B, of the Regional Fairgrounds Project as set forth in the most recent Request For Proposal, No. 2702-07, solicited by the County and as set forth in the January 29, 2007, minutes (Agenda Item No.4.D(2)) of the Nueces County Commissioners' Court.

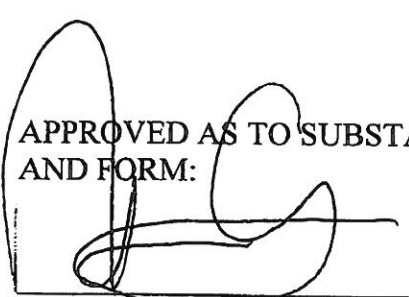
4. All costs of court are taxed against the party incurring such costs, for which let execution issue.

All other relief not expressly granted in this judgment is denied.

Signed this _____ day of March, 2007.

Robert Galvan
Judge Presiding

APPROVED AS TO SUBSTANCE
AND FORM:



Robert Anderson
Attorney for Plaintiffs

Paul G. Kratzig
Attorney for Defendant

EXHIBIT

B

THE STATE OF TEXAS

COUNTY OF NUECES



COUNTY COURT AT LAW NO. 3

NUECES COUNTY, TEXAS

LETTERS TESTAMENTARY

I, ANNE LORENTZEN, clerk of the County Courts at Law of Nueces County, Texas, do hereby certify that on the 10th day of November, 2021

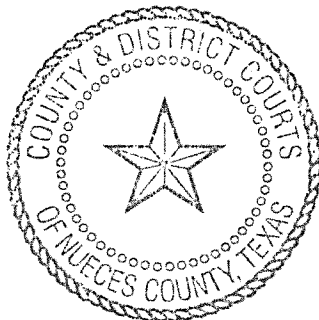
WILLIAM R. DURRILL, JR.; MICHELE DURRILL GOURLEY and MELISSA DURRILL HOLTZ

was duly granted by said Court Letters Testamentary of the

Estate of W. R. DURRILL, Deceased

and that they qualified as Successor Independent Co-Executors of the estate on the 15th day of November, 2021 as the law requires and that said appointment is still in full force and effect.

GIVEN UNDER MY HAND AND SEAL OF SAID COURT at office in Corpus Christi, Nueces County, Texas, this the 22nd day of November, 2021.



Anne Lorentzen, District Clerk

Nueces County, Texas

901 Leopard Street, Room 313

Corpus Christi, Texas 78401

BY *Jacquelyne Durfee* DEPUTY

JACQUELYNE DURFEE

WHAT CONSTITUTES LETTERS

Letters Testamentary or of Administration shall be a Certificate of the Clerk of the Court granting the same, attested by the seal of such court, and stating that such Executor or Administrator, as the case may be, has duly qualified as such as the law requires, the date of such qualification and the name of the deceased.

File No. 2016-PR-00238-3

**IN THE ESTATE OF
W. R. DURRILL, Deceased**

**LETTERS TESTAMENTARY
to
WILLIAM R. DURRILL, JR.; MICHELE DURRILL
GOURLEY; MELISSA DURRILL HOLTZ
As Successor Independent Co-Executors**

**Issued the 22nd day of November, 2021
Anne Lorentzen, District Clerk
Nueces County, Texas
901 Leopard Street, Room 313
Corpus Christi, Texas 78401
By JACQUELYNE DURFEE, Deputy**

EXHIBIT

C



ABM Building Services, LLC		Bundled Energy Solutions Project Agreement	
Proposal Date	Proposal	Agreement Number	Page
September __, 2020	PP030984	85530950	1 of 93
BY AND BETWEEN			
ABM Building Services, LLC 6120 West by North West, Suite 100 Houston, TX 77040	AND	Nueces County 901 Leopard St., Suite 303 Corpus Christi, TX 78401	
Hereinafter: Contractor		Hereinafter: Customer	
PROJECT DESCRIPTION AND LOCATION			
<p>Professional Services for energy efficiency improvements for Nueces County procured pursuant to Allied States cooperative contract # 18-7302, which are individually listed on Attachment "A". Contractor will provide all professional services; engineering; design; procurement; and installation of the infrastructure improvements indicated in Attachment "A", Scope of Work (the "Work"), to deliver a complete installation. All Work will be subject to the terms and conditions set forth on Exhibits A and B and Appendix A and B hereto. Contemporaneously with execution of this Agreement, the Parties shall enter the Annual Energy Cost Avoidance Agreement, which is attached hereto and incorporated herein as Appendix C. The purchase price for the Work will be \$32,531,898.00 Contractor shall commence performance of the Work within ten (10) business days of receipt of Customer's Notice to Proceed, a form of which is attached hereto as Attachment 1. Substantial Completion shall be the date on which Customer executes a Certificate of Substantial Completion substantially in the form attached hereto as Attachment 2. Certificates of Substantial Completion will be executed as each component of the Work is completed.</p> <p>For purposes of this Agreement, "Substantial Completion" means that Contractor has provided sufficient materials and services to permit Customer to operate the Improvement Measures identified. Final Completion of all the Work shall be accomplished within 18 months of Contractor's receipt of Notice to Proceed inclusive of entirety of Work from Customer. The form of the Certificate of Final Completion is herein attached as Attachment 3. Customer's acceptance and obligations hereunder are contingent upon and subject to the Customer obtaining financing satisfactory to Customer within sixty (60) days hereof. Upon the inability to obtain financing satisfactory to Customer, this Agreement shall be null and void. Otherwise, if Customer obtains satisfactory financing then this Agreement shall become the valid obligations of both Contractor and Customer.</p> <p>Contractor guarantees the price stated in this Agreement for sixty (60) days from Customer's acceptance and Contractor's approval of this Agreement. The proposal will become a binding Agreement only after acceptance by Customer and approval by an officer of Contractor as evidenced by their signatures below and acceptance by Customer and approval by an officer of Contractor of related Annual Energy Cost Avoidance Agreement, such agreements to be construed as if executed concurrently and simultaneously. This Agreement, including all Exhibits, Appendixes, Attachments hereto, and Allied State agreement # 18-7302 sets forth all 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 Agreement is not confidential and is subject to public disclosure.</p>			



ABM Building Services, LLC	Nueces County
Signature (Authorized Representative)	Signature (Authorized Representative)
NAME: Larry Harshaw TITLE: General Manager	NAME: Barbara Canales TITLE: County Judge
Date	Date



EXHIBIT A

TERMS AND CONDITIONS TO PROJECT AGREEMENT

The term "Contractor" shall mean and include; ABM Building Services, LLC, 6120 West by North West, Suite 100, Houston, TX 77040.

The term "Customer" shall mean and include; Nueces County, 901 Leopard St., Suite 303, Corpus Christi, TX 78401.

The term "Agreement" shall mean the Bundled Energy Savings Project Agreement to which these Terms and Conditions are expressly made a part of.

1. Contractor warrants that the materials and workmanship provided by the Contractor under this Agreement will be free from defects for a period of 12 months after Customer's acceptance or beneficial use of the systems or any portion thereof, whichever is earlier, provided that the Contractor is given prompt written notice of the defect. In addition, if any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. During the 12-month warranty period, Contractor agrees to act on behalf of the Customer for purposes of processing any warranty claims against applicable manufacturers. Such obligation includes only administrative processing and not enforcement. Contractor agrees to respond to emergency warranty claims of Customer within 24 hours of call from Customer. Customer shall permit only Contractor's personnel or manufacturer's agent to perform the warranty work unless expressly authorized by Contractor. If Contractor responds to a warranty call made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Contractor after receiving approval as per paragraph 6 below may proceed with this work and charge Customer at the hourly rate for such services. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED HEREIN, NO OTHER WARRANTIES, EXPRESS OR IMPLIED UNDER LAW, ARE PROVIDED, INCLUDING NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. Customer expressly assumes the risk of, and agrees to the extent allowed by law to hold Contractor harmless from, damage or liability that results from Customer's selection of lighting equipment, whether lights, bulbs, ballasts, or otherwise, that are incompatible with the system installed under this Agreement.
2. Equipment that is to be replaced shall maintain a high standard of quality. The Customer shall review all product and manufacturer cut sheets on new equipment that is to be installed. Contractor shall ensure that all materials and equipment supplied and Work performed and completed under this Agreement shall (i) be new and original, (ii) be free from defects, (iii) conform to the standard of material and workmanship prevailing in the Contractor's industry, (iv) be adequate to perform the intended function as specified in this Agreement.
3. Contractor shall provide a Performance Bond and Payment Bond in the full amount of the contract price which is \$32,531,898.00. The costs for said bonds shall be included in the contract price. The Payment and Performance Bonds shall be issued by a surety company authorized to do business in the State of Texas, having a financial strength rating by A.M. Best Company of "A -" or better and shall be delivered to Customer prior to Contractor ordering any materials or requesting any payment under the terms of this contract.

4. Contractor and Customer agree that all Work required for the Agreement, including that of all other contractors and subcontractors for the Customer, if applicable, shall be performed in accordance with a schedule of construction activities prepared by Contractor in advance of their commencement. Contractor shall provide a detailed schedule of its activities, their relationship to other activities, and their access requirements and durations, and Contractor agrees to perform such activities with as little disruption to Customer's normal operation as possible. The schedule shall be based upon commencement and completion dates stated in this Agreement. Contractor shall be entitled to an extension of contract time in the event the Work or any part thereof is delayed by any cause beyond Contractor's reasonable control. Such causes are expressly limited to: acts of God or public enemy; compliance with any order, decree, or request of any government authority; acts of declared or undeclared war; sabotage; fire; floods; adverse weather conditions; explosions; accidents; riots; strikes; labor disputes; inability to obtain necessary materials or equipment from normal sources of supply; or any other cause not within the reasonable control of the Contractor. To the extent Contractor experiences delays by the above, Contractor shall notify Customer in writing and upon acceptance, Customer shall add the equivalent time period lost to the end of the schedule.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials, 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 sum stated in this Agreement; and must be approved in advance and in writing by Customer, and Customer shall not incur any such extra charge as a result of any negligent act or omission by Contractor.
6. Customer shall permit Contractor subject to any of Customer's security and safety procedures timely access to the defined construction area and equipment furnished under this Agreement and allow Contractor to start and stop the equipment as reasonably necessary to perform the Work. All Work under this Agreement will be performed during the Contractor's normal working hours; except that no Work will interfere with Customer's normal business activities. Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the defined construction area.
7. Contractor will not be required to move, replace, or alter any part of the building structure in the performance of this Agreement except as specifically provided for herein.
8. The Contractor shall be entitled to additional time to complete the Work for any delay or disruption to the Work arising from any conflict between the mechanical, electrical, and plumbing systems with each other, or with the structural or architectural components of the Work, or with existing systems. To the extent a delay is caused by the Customer, Contractor shall also be entitled to compensation for any reasonable documented costs incurred on account of such delay.
9. This Agreement does not include responsibility for repair or replacement necessitated by freezing weather, electric power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), requirements of governmental, regulatory or insurance agencies, unless such event is the result of a negligent act or omission by Contractor.
10. Customer shall make available to Contractor's personnel all pertinent Safety Data Sheets (SDS) pursuant to OSHA's Hazard Communication Standard Regulations.

11. The date of the commencement of the Work shall be fixed in a Notice To Proceed. No Work shall be commenced until Customer issues such notices to proceed, which will maybe done in stages authorizing the commencement of certain Work at various times.
12. The Contractor undertakes performance of the services and the Work as an independent contractor. Nothing herein shall create a relationship of employer and employee, joint venture, or partnership between the Customer and the Contractor, its agents, representatives, employees, consultants, the Customer or any subcontractor, for any purpose whatsoever. Nothing herein shall create a relationship of principal and agent between the Customer and the Contractor, its agents, employees, representatives, consultants, Customer, or subcontractor. Neither party shall have the authority to bind or obligate the other as a result of the relationship created hereby. As an independent contractor, the Contractor: (a) shall provide supervision of the Contractor's agents, employees, and consultants; and (b) agrees to perform all of the Contractor's obligations under this Agreement in accordance with the Contractor 's own methods subject to compliance with this Contract. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portion of the Work under the Contract. Any direction or instruction by the Customer or any of the Customer's authorized representatives shall be considered to have been given exclusively as evidence of the Customer's desire to obtain certain results from the Work and shall in no way affect the Contractor's status as an independent contractor.
13. Asbestos Containing-Materials and Other Hazardous Materials: Contractor's obligation under this Agreement does not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, Contractor's sole obligation will be to notify the Customer of the existence of such products and materials. Contractor shall have the right thereafter to suspend its work until such products and materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

Environmental Indemnity: Notwithstanding any other provision of the Contract, and to the fullest extent permitted by law without establishing a sinking fund, Customer shall indemnify and hold harmless Contractor and Contractor's subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from the Customer's use, or the storage, release, discharge, handling or presence of ACM, mold (actual or alleged and regardless of the cause of such condition) or Non-Contractor Hazardous Materials on, under or about the facility, or the noncompliance with this section titled, "Asbestos Containing-Materials and Other Hazardous Materials."

14. **Insurance.** Contractor shall maintain the following insurance: 1) Commercial General Liability insurance with limits for bodily injury and property damage of not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate; 2) Commercial Automobile Liability insurance with limits of liability for bodily injury and property damage of not less than \$5,000,000 combined single limit; 3) Workers' Compensation insurance with statutory limits and with an employer's liability limit of at least \$1,000,000 and 4) Excess liability limits of \$5,000,000 on above coverages 5) Professional Liability insurance with limits for each occurrence and in the aggregate of \$5,000,000.00. Contractor has the right to be self-insured where permitted by state law or

to provide such coverage subject to a deductible or self-insured retention. Commercial General Liability and Automobile Liability policies shall apply on a primary and noncontributory basis and Customer shall be included as an additional insured and endorsed with a waiver of subrogation in favor of Customer under the General Liability, Excess liability, and Automobile Liability policies, but only to the extent Customer is indemnified herein. Contractor, Customer and their insurers shall waive all rights of subrogation against one another for property damage claims. A waiver of subrogation in favor of Customer will be provided for Workers Compensation. Upon request, Contractor will provide Customer with a certificate of insurance describing the coverage provided in accordance with these provisions and 30-day advance notice of cancellation/non-renewal will be provided. Contractor shall be responsible for obtaining builder's risk insurance coverage for the Work shall at all times be responsible for any loss or casualty to the Work. Customer shall be endorsed as an additional insured. Customer shall maintain insurance coverage or self-insurance, of the types and in the amounts customary for the conduct of its business, throughout the term of this Agreement. The Work shall not be commenced by Contractor until certificates of such insurance have been submitted to the Customer.

15. Contractor agrees to indemnify, defend, and hold harmless Customer, its agents, subcontractors, and/or consultants from and against any and all third-party claims, losses, or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof (including reasonable attorney's fees), to the extent caused by Contractor's negligence, willful misconduct or other fault of Contractor in the performance of the Work under this Agreement.
16. Customer agrees to indemnify, defend, and hold harmless Contractor to the extent allowed by law without establishing a sinking fund from and against any and all third party claims, losses, or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof (including reasonable attorney's fees), to the extent caused by Customer's negligence, or willful misconduct, or other fault; provided, however, that no language, agreements or covenants contained herein shall be deemed to waive any available defenses of official immunity or sovereign immunity of the customer, its agents, elected and appointed officials, employees, together with their heirs and assigns which are specifically preserved.
17. **LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT OF A PARTY'S INDEMNITY OBLIGATIONS FOR THIRD PARTY CLAIMS AND PAYMENT DISPUTES, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK PERFORMED OR TO BE PERFORMED HEREUNDER.
18. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of Customer's facility, including without limitation injury or illness to occupants of the facility or third parties, except to the extent of Contractor's adjudicated negligent acts or omissions or willful misconduct. However, nothing contained in the previous sentence shall be construed to affect any specific representation or responsibility of the Contractor in regard to the indoor air quality or improvement thereto regarding any facility of the Customer as specifically set forth in this agreement and any attachments or exhibits hereto.
19. When the Work is completed and accepted under the Agreement and the Agreement has been fully performed, the Contractor will promptly issue a final invoice stating that to the best of the Contractor's knowledge, information and belief, the Work has been completed in accordance with terms and conditions

of the Agreement, all subcontractors and vendors have been paid in full and issued releases, and that the entire balance found to be due the Contractor and noted in the final invoice is due and payable.

20. Contractor shall have the right to terminate this Agreement with respect to all or part of the Work upon 1) a material breach by Customer which remains uncured following thirty (30) days written notice or 2) if Customer's facility is condemned or destroyed, in whole or in part and not promptly repaired or replaced in full. Upon such a termination, all obligations of Contractor and the Customer (other than the obligation to make payments already due and payable under this Agreement) will immediately cease. Customer shall have the right to terminate this Agreement upon 1) a material breach by Contractor which remains uncured following thirty (30) days written notice or 2) for reasons of its own upon thirty (30) days written notice to Contractor. In the case of any early termination of this Agreement, Customer shall pay Contractor for all work completed up until the time of termination and reasonable termination and demobilization costs.
21. **Dispute Resolution:** Any controversy, claim, counterclaim, or dispute between the parties (or their affiliates) arising out of or relating to this Agreement or the subject matter hereof (including, without limitation, any questions concerning the scope and applicability of this paragraph) shall be attempted to be resolved by mediation.
22. If applicable, any tax benefits, rebates or deductibles such as, but not limited to, those under section 179D of the Internal Revenue Code regarding the Energy Policy Act of 2005 are assigned to Contractor as part of this Agreement. Customer will use commercially reasonable efforts to assist with executing any necessary documents for Contractor to obtain such benefits.
23. **Payment.** Payment shall be made within thirty (30) days of Customer's receipt and acceptance of Contractor's invoice, which will be provided pursuant to Exhibit B herein. Contractor may terminate this Agreement if any outstanding amounts remain unpaid after delivering thirty (30) days' notice to cure to Customer.
24. **Confidentiality.** (a) As used herein, "Confidential Information" means all information, not including this Agreement, that is furnished by a Discloser, its affiliates or subsidiaries, including, but not limited to: business secrets, business information, business plans, financial information, business practices, financial statements and reports, project specifications, projections, schematics and drawings, trade secrets, processes, materials, customer lists, supplier lists, sales volume, territories, markets, current, future or potential acquisitions, technical, production, operational, marketing or sales information or any and all other financial, business, organizational and technological information related to the Discloser's business and/or organization, whether or not such information is clearly and specifically marked "Confidential" or other similar legend. "Confidential Information" shall include all writings, notes, memoranda, media made by the Discloser or its employees, agents or servants with respect to such Confidential Information. Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or its Representatives, or (b) information that becomes available on a non-confidential basis from a source other than a party to this Agreement and if Recipient has no reason to believe such source was subject to any prohibition against transmitting such information.
- (b) Recipient shall use the Confidential Information solely in connection with the Agreement and the Recipient shall not disclose the Confidential Information to any person other than directors, officers, employees, lenders, counsel, representatives or affiliates of Recipient, if any (collectively, "Representatives"), who need to know the Confidential Information in connection with the Agreement. The Confidential Information shall be safeguarded from unauthorized disclosure and shall not be used in any

manner by any party except as may be necessary for the purposes set forth herein. The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership, individual or other entity.

(c) If the Recipient or its Representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the Recipient will promptly notify Discloser of such request or requirement so that Discloser may seek an appropriate protective order or waiver in compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Recipient or its Representatives are required to disclose the Confidential Information or else stand liable for contempt or suffer other censure or penalty, the Recipient may disclose only such of the Confidential Information to the party compelling disclosure as is required by law. The Contractor acknowledges that Customer is subject to and may disclose Confidential Information pursuant to the Texas Public Information Act.

(d) The obligations under this Section will survive any termination or expiration of this Agreement indefinitely.

25. **No Partnership.** Nothing in this Agreement shall (i) be deemed to constitute a partnership in law between the parties, (ii) constitute any party the agent of the other for any purpose or (iii) entitle any party to commit or bind the other (or any member of its respective group) in any manner.
26. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
27. **Entire Agreement and Disclaimer of Reliance.** This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter in this agreement terminated and canceled in their entirety and are of no further force or effect. The parties represent that they have not relied on any promise, representation, or warranty, express or implied, not contained in this Agreement, and any such reliance is hereby disclaimed.
28. **No Third-Party Rights.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.
29. **Legal Capacity.** Each of the parties and signatories to this Agreement has the full right, power, legal capacity and authority to enter into and perform the party's respective obligations under this Agreement, and no approvals or consents of any other person are necessary in connection with that authority.
30. **Successors and Assigns.** All of the terms and provisions contained in this Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, legal representatives, successors and assigns. No party may assign, transfer, or novate any of its rights and obligations either in whole or in part to any other person or entity without the written consent of the other.
31. **Further Assurances.** Each of the parties to this Agreement shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement to carry out the intent of the



parties to this Agreement. Contractor specifically agrees to cooperate with any obligations or requirements imposed by Customer's financial lender.

32. **Governing Law and Venue.** This Agreement shall be construed and enforced according to the laws of the state of Texas without regard to choice of law principles that might apply the law of another jurisdiction. Venue by agreement of the parties is specifically set in a court of competent jurisdiction in Nueces County, Texas.

33. **Independent Counsel.** All of the parties warrant and represent that they have been advised that they should be represented by counsel of their own choosing in the preparation and analysis of this Agreement; that they have been represented by independent counsel or have had the opportunity to be represented by independent counsel; and that they have read this Agreement with care and believe that they are fully aware of and understand its contents and its legal effect.



ATTACHMENT A – SCOPE OF WORK

The following facilities are included in the scope of work below.

Facility Name	Address
Nueces County Courthouse	901 Leopard Street Corpus Christi, TX
Nueces County Jail	901C Leopard Street Corpus Christi, TX
McKinzie Annex	745 North Padre Island Drive Corpus Christi, TX
Gollihar Property (Juvenile Detention Center)	2310 Gollihar Road Corpus Christi, TX
Richard Borchard Fairgrounds	1213 Terry Shamsie Boulevard, Robstown, TX

ENERGY CONSERVATION PROJECT FOR NUECES COUNTY

ENERGY CONSERVATION MEASURES

The following pages are the detailed descriptions of the facility improvements that will be made at the customer's sites as described herein.

ECM Number	ECM Title
ECM – 1.1	Replace 3 Steam Boilers w/HWP VFD's
ECM – 2.1	Installation of Tower Treatment System
ECM – 2.2	Replace (2 EA) 200 Ton Chillers
ECM – 2.3	Cooling Tower Replacements & Roof
ECM – 2.4	Cooling Tower Refurbishment
ECM – 3.1	Replace Pneumatic Controls with DDC
ECM – 4.1	Air Curtains
ECM – 4.2	HVAC Armor DX
ECM – 4.3	2 HWP's / 2 CHWP's / 2 Pot Feeders
ECM – 4.4	Replace (18 EA) AHUs and (5 EA) FCUs
ECM – 4.5	Refurbish (18 EA) AHUs
ECM – 4.6	Smoke Purge Fans and Controls
ECM – 4.7	DX Split System Replacements at Annex (1 EA)
ECM – 4.8	HVAC Armor RSO (Refrigerant System Optimization)
ECM – 4.9	Replacement of 70 Ton AAON at Fairgrounds
ECM – 4.10	Destratification Fans
ECM – 5.1	LED Lighting
ECM – 5.2	Exterior Safety/Security Lighting
ECM – 6.1	Building Envelope Modifications
ECM – 6.2	Roof Replacement
ECM – 7.1	Piping Insulation
ECM – 12.1	Transformer Upgrades
ECM – 13.1	Domestic Water Conservation
ECM – 13.2	Ozone Laundry System
ECM – 13.3	HE Laundry Machine Upgrades
NON ECM – 1	Parking Lot Replacement/Repairs
NON ECM – 2	Landscaping
NON ECM – 3	Concrete Repair on Walkways
NON ECM – 4	Carpet Replacement and Painting
NON ECM – 5	Outdoor Stage and Stage Lighting

NUECES COUNTY COURTHOUSE

901 LEOPARD STREET

CORPUS CHRISTI, TX

ECM-1.1: REPLACE 3 STEAM BOILERS W/HWP VFD'S

CONTRACTOR will replace the existing steam boilers and pumps. Equipment to be replaced consists of:

- Two (2) Miura boilers and One (1) Burnham boiler will be replaced with three (3) new 7,000 MBH Teledyne Bryan (or equivalent) steam boilers. Model Number: RV-700. B-1, B-2, & B-3

This scope of work includes the following:

- Existing two (2) hot water pumps in the Courthouse Central plant to remain. Provide two (2) variable frequency drives to control the existing pumps
- Demolish existing two (2) domestic hot water pumps and replace with two (2) new pumps, of equal capacity, with variable frequency drives. Remove and replace associated isolation valves
- Demolish existing two (2) duplex condensate pumps in the Courthouse Central Plant and the Jail Mechanical Room 120 and replace with two (2) new condensate pumps. Modify mounting pad to accommodate the new pumps
- Demolish associated steam control valves to the domestic water heat exchangers and the heating water heat exchangers. Replace piping connections from steam and condensate lines. Provide new isolation valves
- Demolish the six (6) existing heat exchanger steam traps including isolation valves at each heat exchanger, both domestic and heating water
- Replace piping between steam traps and condensate duplex pumps. Provide six (6) new bucket type steam traps, one for each heat exchanger. These units shall be connected to both the domestic water heat exchangers and the heating water heat exchangers
- Demolish unused water treatment and feed water system components and consolidate the pretreatment system
- Provide new piping between main steam line and six (6) heat exchangers. Provide new electronic steam control valves
- Modify existing pad to accommodate the three (3) new steam boilers
- Repipe the new boiler flues and reconnect to the existing flue through roof penetration system
- Repipe the natural gas lines and connections to the new boilers
- Provide new deaerator tank system with three boiler feed water pumps independently circuited that utilizes the existing soft water treatment system
- Provide new DDC control points to the new boiler system to have the ability to provide temperature reset, monitor status, water level, steam pressure, critical temperatures, and be able to turn boilers on and off and/or provide lead lag control
- Rebuild existing exhaust fans within the Boiler Room and balance the system to meet and maintain necessary pressure and combustion requirements

- Clean and replace damaged louver system parts on the outside wall of the Boiler Room to maintain static combustion air flow
- Provide a differential pressure meter to monitor static pressure within the Boiler Room
- Connect new boiler systems into the refrigeration monitor systems, such that boilers can be shut off as required in the case of failure in the chiller causing refrigerant discharge
- Clean and paint the floors and walls within the boiler room. Newly completed Boiler Housekeeping pad shall be painted with yellow epoxy around the border curb, in the floor. The Boiler Room shall be painted in a gray polyurethane concrete paint material
- Provide reconnection of electrical service to the new boilers
- Reference Drawings M7.7.1, M7.7.2, M7.7.3, M7.7.4, and M7.7.5 provided by Wheaton Engineering in Appendix A for additional information

This scope of work does not include:

- This facility has asbestos in select areas based upon the asbestos reports provided by the County. Any additional asbestos testing and abatement work is not included.
- Replacement of existing domestic water heat exchangers and steam traps in the Jail Mechanical Room (Room 120)
- Replacement of existing steam to hot water heat exchangers for domestic and heating hot water
- Replacement of existing hot water storage tanks

ECM-2.1: INSTALLATION OF TOWER TREATMENT SYSTEM

CONTRACTOR will provide and install a Vortex CHC water treatment system on the chiller's condenser water system. Installation will include the following equipment:

Equipment	Quantity
Vortex CHC Water Treatment System	2
Hardened Seals	1
Cu Ionizers	1
Additional Anodes	2

This scope of work will include the following:

- All necessary piping for a properly working system
- Electrical service
- System start-up and check out

Not included in this scope of work:

- This facility has asbestos in select areas based upon the asbestos reports provided by the County. Any additional asbestos testing and abatement work is not included.
- Electrical distribution system upgrades if not code compliant
- Flushing of entire CW system is not included

ECM-4.1: AIR CURTAINS

Contractor will install two air curtains. Courthouse Air Curtain to be installed is Mars LPN272-1UA-OB 1800 FPM Air Curtain or similar model.

Building	Location	Quantity
Nueces County Courthouse	South Sliding Door Entrance	1
Nueces County Courthouse	North Sliding Door Entrance	1

Included in this scope of work is:

- 2 new air curtains
- Electric service
- Door limit switch
- Provide man-lift rentals as needed
- All necessary misc. supplies
- System start-up and check out

ECM-4.2: HVAC ARMOR

CONTRACTOR will provide an HVAC Armor coating to the condenser coils. This scope of work includes the following:

- Provide general clean-up of the condenser coil
- Deep clean the condenser coil to remove final materials and corrosion in coil
- Straighten all coil fins
- Apply HVAC Armor coating to the condenser coils both from the outside and from the inside of the coil

Units included in this scope of work:

Location	Manufacturer	Model	Type	Tonnage
Nueces County Courthouse	Liebert	PFH067ACAHN	Split-System	5.5
Nueces County Courthouse	Liebert	PFH067ACAHN	Split-System	5.5
Nueces County Courthouse	Liebert	PFH067ACAHN	Split-System	5.5
Nueces County Courthouse	Liebert	PFH067ACAHN	Split-System	5.5
Nueces County Courthouse	Liebert	PFH067ACAHN	Split-System	5.5
Nueces County Courthouse	Liebert	PFH067ACAHN	Split-System	5.5
Nueces County Courthouse	Liebert	PFH067ACAHN	Split-System	5.5
Nueces County Courthouse	Liebert	PFH067ACAHN	Split-System	5.5
Nueces County Courthouse	Liebert	PFH067ACAHN	Split-System	5.5

ECM-4.3: REPLACE (2) HOT WATER PUMPS (2) CHILLED WATER PUMPS AND (2) POT FEEDERS

CONTRACTOR will replace the existing hot water pumps, chilled water pumps and pot feeders at the County Jail. Equipment to be replaced consists of:

- Two (2) existing 25 HP, 290 GPM chilled water pumps will be replaced with two (2) new Armstrong (or equivalent) chilled water pumps rated for 25 HP, 290 GPM at 120 ft hd. CHP-1 & CHP-2.
- Two (2) existing 15 HP hot water pumps will be replaced with two (2) new Armstrong (or equivalent) hot water pumps. HWP-1 & HWP-2.

This scope of work includes the following:

- Disconnect the electrical service from the existing hot and chilled water pumps
- Disconnect the piping from the hot and chilled water pumps
- Remove and dispose of the pumps
- Provide and install 2 new hot water pumps and 2 new chilled water pumps
- Repipe the two pumps back to the closest point of isolation
- Reconnect the electrical service
- Provide new insulation on the chilled water piping and pumps provided and installed as part of this scope of work
- Provide and install (2) chemical pot feeders with by-pass around the chilled water and hot water pumps.
- Provide (2) ABB (or equivalent) variable frequency drive controllers for the new chilled water pumps.
- Provide (2) ABB (or equivalent) variable frequency drive controllers for the new hot water pumps.
- Reference drawings M7.7.4 and M7.7.5 provided by Wheaton Engineering in Appendix A for additional information.

This scope of work does not include:

- This facility has asbestos in select areas based upon the asbestos reports provided by the County. Any additional asbestos testing and abatement work is not included.

ECM-5.1: LED LIGHTING

Of the fixtures surveyed, most will be retrofitted, and some will be replaced. The following are the type of retrofits being performed:

Scope of work	Quantity
Fluorescent	
FLUOR 1L to LED - Retrofit - Lamp for Lamp	36
FLUOR 2L to LED - Retrofit Door Kit	473
FLUOR 2L to LED - Retrofit - Lamp for Lamp	3,438
FLUOR 3L to LED - Retrofit - Lamp for Lamp	18
FLUOR 4L to LED - Retrofit - Lamp for Lamp	59
FLUOR UFL to LED - Retrofit - Lamp for Lamp	2
FLUOR UFL to LED - Retrofit	5
Compact Fluorescent	
CFL to LED - Retrofit	2
CFL to LED - Plug-in	192
CFL to LED - Screw In	263
HID	
HID to LED - New Fixture	38
HID to LED - Screw In	12
Grand Total	4,538

Not included in this scope of work:

- Upgrade to the existing electrical system

*See 'General Notes – Lighting' below for specific scope of work design methodology.
Individual building line-by-lines are available upon request.*

ECM-6.1: BUILDING ENVELOPE MODIFICATIONS

CONTRACTOR will perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below is the detail for these modifications:

Facility Name	Quantity	Scope
Courthouse	19	Exterior doors to be weather stripped and sealed
Courthouse	1	Interior doors to be weather stripped and sealed for isolation
Courthouse	2	Windows to be sealed above door frame

ECM-12.1: TRANSFORMER UPGRADES

CONTRACTOR will replace the existing transformers with new high efficiency transformers. The scope of work will include the following:

- Removal and disposal of existing transformers
- Provide and install new transformers to include electrical service
- Transformers to be replaced include:

Location ID or Room Number	Existing Transformer	New Transformer	Transformer Rating (kVA)
2nd Floor DA Closet	L2K	E-Saver-80R	75
3rd Floor Auditing Closet	L3A	Do Not Replace	75
4th Floor Judge Barclay Closet	L4B	E-Saver-80R	30
5th Floor Risk Management Elec Rm	Bus duct	Do Not Replace	112.5
6th Floor Elec Rm	L6A	Do Not Replace	30
7th Floor Elec Rm (Law 4)	L7A	Do Not Replace	30
8th Floor Elec Rm (347 District Court)	L8A	E-Saver-80R	30
9th Floor Elec Rm (117 District Court)	T	Do Not Replace	30
11th Floor Common Area (Near Bus Duct)	L11A	Do Not Replace	45
12th Floor Elevator Equip	1	Do Not Replace	70
12th Floor Elevator Equip	2	Do Not Replace	70
12th Floor Elevator Equip	3	Do Not Replace	70
12th Floor Elevator Equip	4	Do Not Replace	70
1st Floor Elec Rm	L1A	E-Saver-80R	75
1st Floor Elec Rm	XH1A (fed from)	E-Saver-80R	30
1st Floor Mechanical (Entrance)	L1M	Do Not Replace	45
1st Floor Mechanical Rm A	Gate opener	Do Not Replace	10
1st Floor Mechanical Room F	L1H	Do Not Replace	150
Main Plant (By Boiler Rm Entrance)	HLXA	E-Saver-80R	15
1st Floor Mechanical Rm B	L1F	E-Saver-80R	75

NUECES COUNTY JAIL

901C LEOPARD STREET

CORPUS CHRISTI, TX

ECM-3.1: REPLACE PNEUMATIC CONTROLS WITH DDC

CONTRACTOR will replace Pneumatic Controls in the "New Jail" portion of the County Jail. The HVAC systems in the "New Jail" are currently controlled by pneumatic controls. This scope will include the following:

- Disconnect existing pneumatic controls
- Furnish and install Niagara Systems Integration to existing Tridium System
- Provide new Distech controllers
- All necessary wiring and conduit
- New programming and graphics
- System start-up and commissioning
- Provide the following controls devices and sensors for thirty-one (31) Air Handling Units
 - Fan start/stop, status, speed control, and supply air static pressure (VAV systems only)
 - Cool and heat control valves
 - Outside air damper, return air damper, and relief damper control
 - Space temperature sensors with override, setpoint adjust, and LCD display
 - Space temperature sensor to include space CO2 and space humidity
 - Face and bypass control where equipped
 - Discharge air temperature, mixed air temperature, and freeze low limit
 - Return air temperature, wet bulb temperature, and filter differential pressure
 - Supply and return air smoke detector, input only
 - Outdoor air temperature and humidity, single instance only for global command
- Provide the following controls devices and sensors for five (5) Fan Coil Units
 - Fan Start/stop, status, discharge air temperature, cool, heat, outside air damper if equipped
- Provide the following controls devices and sensors for twenty-seven (27) Variable Air Volume Boxes
 - Fan Start/stop, status, discharge air temperature
 - Damper flow control and electric heat stages
 - Space temperature sensors with override, setpoint adjust, and LCD display
- Provide the following controls devices and sensors for two (2) chilled water pumps and (2) hot water pumps
 - Pump Start/stop, status, speed control
 - Flow monitoring
 - Supply and return temperatures



This scope of work does not include:

- This facility has asbestos in select areas based upon the asbestos reports provided by the County. Any additional asbestos testing and abatement work is not included.
- Exhaust fan controls
- Removal of existing pneumatic controllers and devices

ECM-4.4: REPLACE (18 EA) AHU'S AND (5 EA) FCU'S

CONTRACTOR will replace eighteen (18) Air Handling Units and five (5) Fan Coil Units in the "New Jail" section of the County Jail. Equipment to be replaced with equivalent equipment consists of:

Unit Tag	Manufacturer	Model Number	Location
AHU 2-1	McQuay	LSL111CH	Mechanical Room near Sally Port (Outside Access)
AHU 2-2	McQuay	LSL111CH	Mechanical Room near Sally Port (Outside Access)
AHU 3-5	McQuay	LSL103CV	Room 330
AHU 3-6	McQuay	LSL103CV	Room 320
AHU 3-7	McQuay	LSL106CH	Room 306
AHU 3-8	McQuay	LSL108CH	Room 314
AHU 4-5	McQuay	LSL103CV	Room 430
AHU 4-6	McQuay	LSL103CV	Room 420
AHU 5-5	McQuay	LSL103CV	Room 530
AHU 5-6	McQuay	LSL103CV	Room 520
AHU 5-7	McQuay	LSL106CH	Room 506
AHU 5-8	McQuay	LSL106CH	Room 513
AHU 6-5	McQuay	LSL103CV	Room 630
AHU 6-6	McQuay	LSL103CV	Room 620
AHU 7-5	McQuay	LSL103CV	Room 730
AHU 7-6	McQuay	LSL103CV	Room 720
AHU 7-7	McQuay	LSL106CH	Room 706
AHU 7-8	McQuay	LSL106CH	Room 708
FC 3-1	McQuay	TSC 061E	Room 316
FC 4-1	McQuay	TSC 061E	Room 416
FC 5-1	McQuay	TSC 061E	Room 516
FC 6-1	McQuay	TSC 061E	Room 616
FC 7-1	McQuay	TSC 061E	Room 716

CONTRACTOR will replace twenty-seven (27) Variable Air Volume Boxes in the "New Jail" section of the County Jail. Equipment to be replaced with equivalent equipment consists of:

Unit Tag	Manufacturer	Model Number
101	ENVIRO-TEC	VVF-EH-15B-FS-11-8/08
102	ENVIRO-TEC	VVF-EH-15B-FS-11-8/08
103	ENVIRO-TEC	VVF-EH-15B-FS-11-10/10
104	ENVIRO-TEC	VVF-EH-15B-FS-11-4/6
105	ENVIRO-TEC	VVF-EH-15B-FS-11-4/6
106	ENVIRO-TEC	VVF-EH-15B-FS-11-6/08
107	ENVIRO-TEC	VVF-EH-15B-FS-11-4/6

108	ENVIRO-TEC	VVF-EH-15B-FS-11-8/08
109	ENVIRO-TEC	VVF-EH-15B-FS-11-4/6
211	ENVIRO-TEC	VVF-EH-15B-FS-11-8/10
212	ENVIRO-TEC	VVF-EH-15B-FS-11-8/08
213	ENVIRO-TEC	VVF-EH-15B-FS-11-6/08
214	ENVIRO-TEC	VVF-EH-15B-FS-11-10/12
215	ENVIRO-TEC	VVF-EH-15B-FS-11-8/10
216	ENVIRO-TEC	VVF-EH-15B-FS-11-6/08
217	ENVIRO-TEC	VVF-EH-15B-FS-11-6/08
218	ENVIRO-TEC	VVF-EH-15B-FS-11-8/10
219	ENVIRO-TEC	VVF-EH-15B-FS-11-8/10
221	ENVIRO-TEC	VVF-EH-15B-FS-11-4/6
222	ENVIRO-TEC	VVF-EH-15B-FS-11-6/06
223	ENVIRO-TEC	VVF-EH-15B-FS-11-8/10
224	ENVIRO-TEC	VVF-EH-15B-FS-11-8/08
225	ENVIRO-TEC	VVF-EH-15B-FS-11-6/06
226	ENVIRO-TEC	VVF-EH-15B-FS-11-8/10
227	ENVIRO-TEC	VVF-EH-15B-FS-11-8/10
228	ENVIRO-TEC	VVF-EH-15B-FS-11-10/10
229	ENVIRO-TEC	VVF-EH-15B-FS-11-8/08

This scope of work includes the following:

- Removal and disposal of the existing equipment
- Installation of the new air handling units and VAV boxes to provide a properly working system
- Necessary piping and piping accessories. Piping will be replaced to the first point of isolation
- Electrical service to disconnect and reconnect the equipment
- Electrical service to include conduit and wiring from new equipment to disconnect
- Installation of new electrical disconnects and/or variable frequency drives (VFD's). New shaft grounding rings will be installed on all motors that get new VFD's.
- New supply, return and outside air duct transitions at the air handling units
- Insulation of all new piping
- Test and balance of the new air handling units
- Reference drawings M7.1, M7.2, M7.3, M7.4, M7.5, M7.6, M7.7, M7.9, M7.12, M7.13, M7.14, M7.15, and M7.16 provided by Wheaton Engineering in Appendix A for additional information.

This scope of work does not include:

- This facility has asbestos in select areas based upon the asbestos reports provided by the County. Any additional asbestos testing and abatement work is not included
- Test and balance is limited to the new air handling units only. Test and balance does not include the entire air distribution systems.

ECM-4.5: REFURBISH (18 EA) AHU'S

CONTRACTOR will refurbish the mechanical systems consisting of:

Unit Tag	Manufacturer	Model Number
AHU 1-1	McQuay	LSL111CH
AHU 3-1	McQuay	LSL108CV
AHU 3-2	McQuay	LSL108CV
AHU 3-3	McQuay	LSL108CV
AHU 3-4	McQuay	LSL108CV
AHU 5-1	McQuay	LSL108CV
AHU 5-2	McQuay	LSL108CV
AHU 5-3	McQuay	LSL108CV
AHU 5-4	McQuay	LSL108CV
AHU 7-1	McQuay	LSL108CV
AHU 7-2	McQuay	LSL108CV
AHU 7-3	McQuay	LSL108CV
AHU 7-4	McQuay	LSL108CV
RTAHU-1	Daikin	0AC007GVAM
FC 1-3	McQuay	CAH011GMAM
FC 1-4	McQuay	CAH016...
FC 1-5	McQuay	CAH017GHAM
FC 1-6	McQuay	CAH008GDAM

This scope of work includes the following:

- Remove and replace insulation as needed
- Clean interior and exterior of unit
- Coat interior using Elasta-Seal 2-part flexible coating
- Coat the exterior of the unit
- Replace fan belts as needed
- Replace filters (filters provided by the County)
- Clean intake doors to mechanical rooms as needed
- Upgrade to inverter rated motors for the air handling units in the pods

This scope of work does not include:

- This facility has asbestos in select areas based upon the asbestos reports provided by the County. Any additional asbestos testing and abatement work is not included.

ECM-4.6: SMOKE PURGE FANS AND CONTROLS

CONTRACTOR will provide and install twelve (12) new Axial Vane Bypass Fans. New Equipment consists of:

- Twelve (12) new, 7,750 CFM, Axial Vane Bypass Fans, Cook (or equivalent).

This installation shall include the following:

- Installation shall be performed in accordance with NFPA 90A and 90B.
- Installation of the new bypass fans to provide a properly working system. Bypass fans shall be installed on AHU's 3-1, 3-2, 3-3, 3-4, 5-1, 5-2, 5-3, 5-4, 7-1, 7-2, 7-3, and 7-4
- Provide and install new bypass duct work around existing air handling units.
- Electrical service to disconnect and reconnect the equipment
- Electrical service to include conduit and wiring from new equipment to disconnect
- Provide and install subpanels and control devices in the "New Jail" to interface with the existing Fire Alarm system
- New Fire Alarm System Components shall be UL-FM approved
- Test and balance system in accordance with Texas Jail Standards
- Reference drawings M7.17, M7.18, M7.19, M7.20, M7.21, M7.22, M7.23, M7.24, M7.25, and M7.26 provided by Wheaton Engineering in Appendix A for additional information.

This scope of work does not include:

- This facility has asbestos in select areas based upon the asbestos reports provided by the County. Any additional asbestos testing and abatement work is not included.

ECM-5.1: LED LIGHTING

Of the fixtures surveyed, most will be retrofitted, and some will be replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources. The following are the type of retrofits being performed:

Scope of work	Quantity
Fluorescent	
FLUOR 1L to LED - Retrofit - Lamp for Lamp	184
FLUOR 2L to LED - Retrofit - Door Kit	2
FLUOR 2L to LED - Retrofit - Lamp for Lamp	2,252
FLUOR 3L to LED - Retrofit - Lamp for Lamp	176
FLUOR 4L to LED - Retrofit - Lamp for Lamp	103
Compact Fluorescent	
CFL to LED - Plug-in	587
CFL to LED - Screw In	299
HID	
HID to LED - New Fixture	44
Do Nothing	
Do Nothing LED	138
Grand Total	3,785

Not included in this scope of work:

- Upgrade to the existing electrical system

*See 'General Notes – Lighting' below for specific scope of work design methodology.
Individual building line-by-lines are available upon request.*

ECM-6.1: BUILDING ENVELOPE MODIFICATIONS

CONTRACTOR will perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below is the detail for these modifications:

Facility Name	Quantity	Scope
County Jail	12	Exterior doors to be weather stripped and sealed
County Jail	3	Interior doors to be weather stripped and sealed for isolation
County Jail	2	Pipe penetrations to be sealed with 1 or 2 part foam

ECM-7.1: PIPING INSULATION

CONTRACTOR will perform various pipe insulation additions to reduce the ambient temperatures to prevent personnel from working in high temperature conditions. Listed below is the detail for these modifications:

	Pipe (ft.)/Equ (sq)	Fittings (#)	Valves/Strainers (#)	Flange Pairs (#)	Flange Pairs (#)	In-line Pumps (#)	Centrifugal Pumps (#)	Steam Traps (#)
Low Pressure Steam	17	65	16	26	4	0	0	10
Steam Condensate	95	77	32	1	0	4	4	0
Boiler Feed Water	90	24	5	0	0	0	0	0
Heating Hot Water	4	1	14	16	0	0	2	0
Domestic Hot Water	86	52	28	10	0	0	6	0
Chilled Water	8	7	4	3	0	0	0	0
TOTALS	300	226	99	56	4	4	12	10

ECM-13.1 AND 13.2: WATER CONSERVATION

CONTRACTOR will provide and install water conservation upgrades per the detail listed below:

Building Name	WHTC	FMFDTC	FMFATC	EO	MTV9-1.1	MTV21-1.1	MTV30-1.1	T-CAP-DRK	TP	RPFUC	MUV-C9-0.25	SFC-0.5	LFC-1.0	TSH-1.5	WMSH-1.5	NOZSH-1.5	Hobart CL44ENVL	OzoneLaundry-AF-4	
Jail	Quantity	5	3	5	13	1	7	6	141	8	2	2	17	2	1	35	5	1	1

Individual building line-by-lines are available upon request

Code	Upgrade Type
WHTC	Install 1.1 /1.6 gpf HET Wall Hung Toilet China
FMFDTC	Install 1.1 /1.6 gpf HET Floor Mount Floor Discharge Toilet China
FMFATC	Install 1.1 /1.6 gpf HET Floor Mount Floor Discharge ADA Toilet China
FMFDRSTC	Install 1.1 /1.6 gpf HET Floor Mount Floor Discharge Rear Spud Toilet China
FMFARSTC	Install 1.1 /1.6 gpf HET Floor Mount Floor Discharge ADA Rear Spud Toilet China
PATT	Install 1.0 gpf HET Floor Mount Floor Discharge Elongated Pressure Assisted Tank Toilet
PATTADA	Install 1.0 gpf HET Floor Mount Floor Discharge ADA Pressure Assisted Tank Toilet
EO	Elongated Open Front Seat
MTV9-1.1	Install 1.1 gpf HET Manual Toilet Valve w/ 9" vBt
MTV21-1.1	Install 1.1 gpf HET Manual Toilet Valve w/ 21" vBt
MTV30-1.1	Install 1.1 gpf HET Manual Toilet Valve w/ 30" vBt
CHTV-1.1	Install 1.1 gpf HET Concealed Toilet Valve
STV9-1.1	Install 1.1 gpf HET Sensor Toilet Valve w/ 9" vBt
STV30-1.1	Install 1.1 gpf HET Sensor Toilet Valve w/ 30" vBt
T-CAP-DRK	Install Diaphragm Valve Retrofit Kit and new cap
TP	Add trap primer to valve installation
XJT	Add extended J-tube with valve installation
Ex-vBt Compliance	Raise vBt length to 9" to meet code requirements in exposed application
PFUC	Install 0.125 gpf HEU Pint Urinal (18" to 21" Footprint)
RPFUC	Install 0.125 gpf HEU Retrofit Pint Urinal (21" to 24" Footprint)
SPFUC	Install 0.125 gpf HEU Small Pint Urinal (16" to 20" Footprint)
RPFUSUC	Install 0.125 gpf HEU Retrofit Pint Rear Spud Urinal (21" to 24" Footprint)
MUV-C9-0.25	Install 0.25 gpf HEU Manual Urinal Valve w/ C9 vBt
CHUV-C-0.25	Install 0.25 gpf HEU Concealed Urinal Valve C-type vBt
SUV-C9-0.25	Install 0.25 gpf HEU Sensor Urinal Valve w/ C9 vBt
SUV-C13-0.25	Install 0.25 gpf HEU Sensor Urinal Valve w/ C13 vBt
SFC-0.5	Install 0.5 gpm Tamperproof PCA Spray Flow Control for Existing Lavatory Faucet w/ Thread Adapter
SFC-0.5-Cache	Install 0.5 gpm Tamperproof PCA Spray Flow Control for Existing Recessed Lavatory Faucet
LFC-1.0	Install 1.0 gpm Tamperproof Laminar Flow Control for Existing Lavatory Faucet w/ Thread Adapter
F4-0.5-Lav	Install New 4" Centerset Brass Valve Lavatory Faucet with 0.5 gpm Tamperproof Flow Control
TSH-1.5	Install 1.5 gpm Low-Flow Pressure-Compensating Traditional Showerheads
HHSH-1.5	Install 1.5 gpm Low-Flow Pressure-Compensating Handheld Showerheads
WMSH-1.5	Install 1.5 gpm Commercial Wall Mount Showerheads
NOZSH-1.5	Install 1.5 gpm Nozzle Type Showerheads
PRS-Straight	Install 0.6 gpm Straight Pre-rinse Sprayerhead
Hobart CL44ENVL	Install High Efficiency 44" Ventless Rack Conveyor Dish Machine with Heat Recovery
HEFLWM	Install High Efficiency Light Commercial Front-Load Washer
HEESD	Install Electric Light Commercial Sensor Dryer
OzoneLaundry-AF-2	Install Ozone Laundry Support System - Small
OzoneLaundry-AF-4	Install Ozone Laundry Support System - Medium

MCKINZIE ANNEX
745 NORTH PADRE ISLAND DRIVE
CORPUS CHRISTI, TX

ECM-2.1: INSTALLATION OF TOWER TREATMENT SYSTEM

CONTRACTOR will provide and install a Vortex CHC water treatment system on the chillers condenser water loop. Installation will include the following equipment:

Equipment	Quantity
Vortex CHC Water Treatment System	1
Make up meter	1
Blowdown meter	1
Cu Ionizers	1
Additional Anodes	1

This scope of work will include the following:

- All necessary piping for a properly working system
- Electrical service
- Complete system start-up and check out

Not included in this scope of work:

- Asbestos removal
- Electrical distribution system upgrades if not code compliant
- Flushing of entire CW system is not included

ECM-2.2: REPLACE (2 EA) 200 TON CHILLERS

CONTRACTOR will replace the existing two (2) 200-ton water cooled chillers and associated pumps. Equipment to be replaced consists of:

- Two (2) Trane Chillers will be replaced with two (2) new 200-ton Trane (or equivalent) chillers. Existing Model Number: RTHC1B2F. CH-1, CH-2
- Two (2) existing 30 HP chilled water pumps and inertial bases will be replaced with two (2) new equivalent capacity pumps with variable frequency drives
- Two (2) existing 15 HP condenser water pumps and inertial bases will be replaced with two (2) new equivalent capacity pumps with variable frequency drives

This scope of work shall include the following:

- Isolate the existing chilled water piping
- Drain the water from the chilled water piping to allow for equipment replacement
- Disconnect the existing piping
- Disconnect the electrical service and controls
- Removal and disposal of the existing equipment
- Installation of the new chillers, pumps, and VFD's to provide a properly working system
- Necessary piping and piping accessories
- Electrical service to disconnect and reconnect the equipment only
- Reconnect controls for building automation system
- Test and balance of the new chiller and pumps
- Refrigerant reclaim and disposal
- Initial water treat chemicals is included and will be added to the chilled water system
- Structural, mechanical, and electrical engineering as required
- Crane and Rigging of new and old equipment

Contractor will provide a temporary chiller for the duration of this chiller project. It is understood there will be periods during this time when the scope of work will require the entire HVAC system to be shut down. Contractor will coordinate these shutdowns with the customer to minimize the impact on the facility

Reference drawings M4.1, M4.2, M4.3, M4.4 provided by Wheaton Engineering in Appendix A for additional information.

Not included in this scope of work:

- Asbestos removal
- Electrical distribution system upgrades if not code compliant
- Flushing of entire CHW loop in the facility.

ECM-2.3: COOLING TOWER REPLACEMENTS & ROOF

CONTRACTOR will replace the existing (2) cooling towers. Equipment to be replaced consists of:

- Two (2) Marley Cooling Towers will be replaced with two (2) Marley (or equivalent) cooling towers. Existing Model number: 22211

This scope of work shall include the following:

- Removal and disposal of the existing equipment
- Installation of the new cooling tower to provide a properly working system
- Necessary piping and piping accessories
- Electrical service to disconnect and reconnect the equipment
- Disconnect and reconnect controls for building automation system
- Provide new structural CT base
- Test and balance of the new cooling tower
- Initial water treat chemicals is included will be added to the chilled water and condenser water systems
- Reference Drawings M4.1, M4.2, M4.3, M4.4 provided by Wheaton Engineering in Appendix A for additional information.

Not included in this scope of work:

- Asbestos removal
- Electrical distribution system upgrades if not code compliant

CONTRACTOR will provide and install a new roof on the central plant at the McKinzie Annex.

This scope of work includes the following:

- Tear off roof down to existing deck
- Install 2 layers of 2.5" polyisocyanurate insulation
- Install 1 layer of Johns Manville ½" retrofit plus cover board
- Install 1 layer of Johns Manville DynaBase base sheet mopped in asphalt
- Install a Johns Manville permaflash roof system designed to withstand the constant moisture from the cooling towers
- Install new roof related sheet metal flashing and trim
- Provide and install new safety railing around roofing deck per Drawing R4.0 provided by Wheaton Engineering in Appendix A.
- Provide windstorm engineering
- Reference Drawing R4.0 provided by Wheaton Engineering in Appendix A for additional information.

Not included in this scope of work:

- Gutter Replacements
- New roof access



ECM-4.2: HVAC ARMOR

CONTRACTOR will provide an HVAC Armor coating to the condenser coils, as listed below:

- Provide general clean-up of the condenser coils
- Deep clean the condenser coil to remove final materials and corrosion in coil
- Straighten coil fins
- Apply HVAC Armor coating to the condenser coils both from the outside and from the inside of the coil
- Units included in this scope of work:

Location	Manufacturer	Model	Type	Tonnage
McKinzie Annex (Jail)	Carrier	38AUZA12A0A5A0A0A0	Split System	8.3
McKinzie Annex (Jail)	Carrier	38AUZA12A0A5A0A0A0	Split System	8.3
McKinzie Annex (Jail)	Carrier	38AUZA12A0A5A0A0A0	Split System	8.3
McKinzie Annex (Jail)	Carrier	38AUZA08A0A5A0A0A0	Split System	6.6
McKinzie Annex (Jail)	Carrier	38AUZA08A0A5A0A0A0	Split System	6.6
McKinzie Annex (Jail)	Carrier	38AUZA08A0A5A0A0A0	Split System	6.6

ECM-4.7: DX SPLIT SYSTEM REPLACEMENT (1 EA)

CONTRACTOR will replace one (1) 7.5 ton split system air conditioning unit at the Rite Building within the McKinzie Annex. Equipment to be replaced consists of:

- One (1) Carrier DX split system will be replaced with one (1) Carrier (or equivalent) DX split system. Existing Model number: 38ARZ008---511---

This installation shall include the following:

- Disconnect electrical service from air handling unit and condensing unit
- Disconnect duct work, gas piping, flue, and controls
- Evacuate the refrigerant and disconnect the refrigerant piping
- Removal of and disposal of existing split system
- Furnish and install new split system of same tonnage
- Reconnect the electrical service
- Reconnect the duct work, gas piping, flue, refrigerant piping, and controls
- Evacuate the refrigerant piping and properly charge with refrigerant
- Perform a system start-up and check out
- Includes any necessary crane and rigging

Not included in this scope of work:

- Asbestos testing, abatement, and removal
- Thermostat replacement

ECM-4.8: HVAC REFRIGERANT SYSTEM OPTIMIZATION (RSO)

CONTRACTOR will provide a refrigerant circuit additive that will reduce the build-up of oil in the refrigeration system. Our scope of work will include the following:

- Install refrigerant additive to the chiller refrigerant system in accordance with safety and installation standards of the equipment
- Return to the building and change the refrigerant filter driers 30 to 45 days after refrigerant additive run-time
- Includes potential of evacuating the refrigerant, changing the filter and re-charging the refrigerant system
- Units included in this scope of work:

Location	Manufacturer	Model	Type	Tonnage
McKinzie Annex (Jail)	Carrier	38AUZA12A0A5A0A0A0	Split System	8.3
McKinzie Annex (Jail)	Carrier	38AUZA12A0A5A0A0A0	Split System	8.3
McKinzie Annex (Jail)	Carrier	38AUZA12A0A5A0A0A0	Split System	8.3
McKinzie Annex (Jail)	Carrier	38AUZA08A0A5A0A0A0	Split System	6.6
McKinzie Annex (Jail)	Carrier	38AUZA08A0A5A0A0A0	Split System	6.6
McKinzie Annex (Jail)	Carrier	38AUZA08A0A5A0A0A0	Split System	6.6

ECM-5.1: LED LIGHTING

Of the fixtures surveyed, most will be retrofitted, and some will be replaced. The fixtures not included are either efficient technology or there is no viable replacement available. The following are the type of retrofits being performed:

Scope of Work	Quantity
Fluorescent	
FLUOR 2L to LED - Retrofit - Lamp for Lamp	1,178
FLUOR 3L to LED - Retrofit - Lamp for Lamp	72
FLUOR 4L to LED - Retrofit - Lamp for Lamp	166
Compact Fluorescent	
CFL to LED - New Fixture	2
CFL to LED - Retrofit	6
CFL to LED - Plug-in	48
CFL to LED - Screw In	8
HID	
HID to LED - New Fixture	2
HID to LED - Retrofit	18
HID to LED - Screw In	5
Do Nothing	
Do Nothing HID	7
Grand Total	1,512

Not included in this scope of work:

- Upgrade to the existing electrical system

*See 'General Notes – Lighting' below for specific scope of work design methodology.
Individual building line-by-lines are available upon request.*

ECM-13.1 AND 13.2: WATER CONSERVATION

CONTRACTOR will provide and install water conservation upgrades per the detail listed below:

Building Name	Quantity	WHTC	FMFDTC	FMFATC	PATT	PATTADA	EO	MTV9-1.1	T-CAP-DRK	SPFUC	MUV-C9-0.25	SFC-0.5	F4-0.5-Lav	WMSH-1.5	NOZSH-1.5	PRS-Straight	OzoneLaundry-AF-2
McKinzie Annex		6	1	2	1	2	12	9	199	1	1	20	1	28	14	1	1

Individual building line-by-lines are available upon request

Code	Upgrade Type
WHTC	Install 1.1 /1.6 gpf HET Wall Hung Toilet China
FMFDTC	Install 1.1 /1.6 gpf HET Floor Mount Floor Discharge Toilet China
FMFATC	Install 1.1 /1.6 gpf HET Floor Mount Floor Discharge ADA Toilet China
FMFDRSTC	Install 1.1 /1.6 gpf HET Floor Mount Floor Discharge Rear Spud Toilet China
FMFARSTC	Install 1.1 /1.6 gpf HET Floor Mount Floor Discharge ADA Rear Spud Toilet China
PATT	Install 1.0 gpf HET Floor Mount Floor Discharge Elongated Pressure Assisted Tank Toilet
PATTADA	Install 1.0 gpf HET Floor Mount Floor Discharge ADA Pressure Assisted Tank Toilet
EO	Elongated Open Front Seat
MTV9-1.1	Install 1.1 gpf HET Manual Toilet Valve w/ 9" vBt
MTV21-1.1	Install 1.1 gpf HET Manual Toilet Valve w/ 21" vBt
MTV30-1.1	Install 1.1 gpf HET Manual Toilet Valve w/ 30" vBt
CHTV-1.1	Install 1.1 gpf HET Concealed Toilet Valve
STV9-1.1	Install 1.1 gpf HET Sensor Toilet Valve w/ 9" vBt
STV30-1.1	Install 1.1 gpf HET Sensor Toilet Valve w/ 30" vBt
T-CAP-DRK	Install Diaphragm Valve Retrofit Kit and new cap
TP	Add trap primer to valve installation
XJT	Add extended J-tube with valve installation
Ex-vBt Compliance	Raise vBt length to 9" to meet code requirements in exposed application
PFUC	Install 0.125 gpf HEU Pint Urinal (18" to 21" Footprint)
RPFUC	Install 0.125 gpf HEU Retrofit Pint Urinal (21" to 24" Footprint)
SPFUC	Install 0.125 gpf HEU Small Pint Urinal (16" to 20" Footprint)
RPFRSUC	Install 0.125 gpf HEU Retrofit Pint Rear Spud Urinal (21" to 24" Footprint)
MUV-C9-0.25	Install 0.25 gpf HEU Manual Urinal Valve w/ C9 vBt
CHUV-C-0.25	Install 0.25 gpf HEU Concealed Urinal Valve C-type vBt
SUV-C9-0.25	Install 0.25 gpf HEU Sensor Urinal Valve w/ C9 vBt
SUV-C13-0.25	Install 0.25 gpf HEU Sensor Urinal Valve w/ C13 vBt
SFC-0.5	Install 0.5 gpm Tamperproof PCA Spray Flow Control for Existing Lavatory Faucet w/ Thread Adapter
SFC-0.5-Cache	Install 0.5 gpm Tamperproof PCA Spray Flow Control for Existing Recessed Lavatory Faucet
LFC-1.0	Install 1.0 gpm Tamperproof Laminar Flow Control for Existing Lavatory Faucet w/ Thread Adapter
F4-0.5-Lav	Install New 4" Centerset Brass Valve Lavatory Faucet with 0.5 gpm Tamperproof Flow Control
TSH-1.5	Install 1.5 gpm Low-Flow Pressure-Compensating Traditional Showerheads
HSH-1.5	Install 1.5 gpm Low-Flow Pressure-Compensating Handheld Showerheads
WMSH-1.5	Install 1.5 gpm Commercial Wall Mount Showerheads
NOZSH-1.5	Install 1.5 gpm Nozzle Type Showerheads
PRS-Straight	Install 0.6 gpm Straight Pre-rinse Sprayerhead
Hobart CL44ENVL	Install High Efficiency 44" Ventless Rack Conveyor Dish Machine with Heat Recovery
HEFLWM	Install High Efficiency Light Commercial Front-Load Washer
HEESD	Install Electric Light Commercial Sensor Dryer
OzoneLaundry-AF-2	Install Ozone Laundry Support System - Small
OzoneLaundry-AF-4	Install Ozone Laundry Support System - Medium

NON-ECM-1: PARKING LOT REPLACEMENT/REPAIRS

CONTRACTOR will repair and provide paving overlay to select areas (approximately 21,200 square feet) at the McKinzie Annex.

This scope of work includes the following:

- Overlay locations are shown on Drawing S4.0 provided by Wheaton Engineering in Appendix A
- Repair chuck holes using D type hot mix
- Sweep and clean parking lot
- Apply Rc-2 tac oil
- Lay 2" of D type hot mix and roll to compaction

Not included in this scope of work:

- Spraying of weeds and weed removal after job completion



GOLLIHAR PROPERTY (JUVENILE DETENTION CENTER)

2310 GOLLIHAR ROAD

CORPUS CHRISTI, TX

ECM-2.4: COOLING TOWER REFURBISHMENTS

CONTRACTOR will provide a cooling tower refurbishment, as listed below:

- Clean the exterior and interior of the cooling tower
- Sandblast/grind interior to remove scale
- Repair minor holes in cooling tower
- Minor repairs, replace pans, and fix damaged sheet metal
- Remove and properly dispose of fill and drift eliminators
- Replace fill with high efficiency material
- Coat the interior and exterior metal with polyurea coating as needed
- Grease shafts and bearings
- Units included in this scope of work:

Location	Manufacturer	Model	Type	Tonnage
Juvenile detention center	Marley	QuadraFlow	Cooling Tower	200
Juvenile detention center	Marley	QuadraFlow	Cooling Tower	200

ECM-4.2: HVAC ARMOR

CONTRACTOR will provide an HVAC Armor coating to the condenser coils, as listed below:

- Provide general clean-up of the condenser coil
- Deep clean the condenser coil to remove final materials and corrosion in coil
- Straighten coil fins
- Apply HVAC Armor coating to the condenser coils both from the outside and from the inside of the coil

Units included in this scope of work:

Location	Manufacturer	Model	Type	Tonnage
Juvenile Detention Center	Lennox	TSA150S4DN1Y	Split System	12.5
Juvenile Detention Center	Trane	2TTB3036A1000AA	Split System	3

ECM-4.8: HVAC REFRIGERANT SYSTEM OPTIMIZATION (RSO)

CONTRACTOR will provide a refrigerant circuit additive that will reduce the build-up of oil in the refrigeration system. Our scope of work will include the following:

- Install refrigerant additive to the chiller refrigerant system in accordance with safety and installation standards of the equipment
- Return to the building and change the refrigerant filter driers approximately 30 to 45 days after refrigerant additive run-time
- Includes potential of evacuating the refrigerant, changing the filter and re-charging the refrigerant system
- Units included in this scope of work:

Location	Manufacturer	Model	Type	Tonnage
Juvenile Detention Center	Lennox	TSA150S4DN1Y	Split System	12.5
Juvenile Detention Center	Trane	2TTB3036A1000AA	Split System	3

-

ECM-5.1: LED LIGHTING

Of the fixtures surveyed, most will be retrofitted, and some will be replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources. The following are the type of retrofits being performed:

SCOPE OF WORK	Quantity
Fluorescent	
FLUOR 2L to LED - Retrofit - Lamp for Lamp	800
FLUOR 3L to LED - Retrofit - Lamp for Lamp	33
FLUOR 4L to LED - Retrofit - Lamp for Lamp	82
FLUOR to LED - Retrofit - Lamp for Lamp	18
Compact Fluorescent	
CFL to LED - Retrofit	14
CFL to LED - Plug-in	124
HID	
HID to LED - Retrofit	6
HID to LED - Screw In	9
Do Nothing	
Do Nothing LED	35
Grand Total	1,121

Not included in this scope of work:

- Upgrade to the existing electrical system

*See 'General Notes – Lighting' below for specific scope of work design methodology.
Individual building line-by-lines are available upon request*

ECM-6.2: ROOF REPLACEMENT

CONTRACTOR will provide and install a new roof at the Gollihar Property (Juvenile Detention Center).

This scope of work includes the following at the Probation Center Facility:

Concrete Roof Decks

- Tear off roofs down to existing deck
- Prime roof deck
- Mop in hot asphalt 2 layers of 2.5" polyisocyanurate insulation board
- Mop in hot asphalt 1 layer of Johns Manville ½" retrofit plus cover board
- Mop in hot asphalt 1 layer of Johns Manville DynaBase base sheet
- Mop in hot asphalt 1 layer of Johns Manville DynaBase FR CR G Bright White Cap Sheet
- Install new roof related sheet metal flashing and trim
- Provide windstorm engineering

Metal Roof Decks

- Tear off roofs down to existing deck
- Mechanically attach 2 layers of 2.5" polyisocyanurate insulation board (gang fastened)
- Mop in hot asphalt ¼" per foot tapered insulation system
- Mop in hot asphalt a Johns Manville ½" retrofit plus cover board
- Mop in hot asphalt 1 layer of Johns Manville DynaBase base sheet
- Mop in hot asphalt 1 layer of Johns Manville DynaBase FR CR G Bright White Cap Sheet
- Install new roof related sheet metal flashing and trim
- Provide windstorm engineering

Metal Roofs

- Remove metal roof panels and underlayment down to existing deck
- Install new underlayment
- Install a new McElroy 24 gauge standing seam metal roof system
- Provide windstorm engineering

Central Plant

- This roof system will be a Johns Manville Permaflash Roof System designed to withstand the constant moisture from the cooling towers
- Reference Drawing R8.0 provided by Wheaton Engineering in Appendix A for additional details

This scope of work includes the following at the Boot Camp Building:

Modified Roofs

- Tear off roofs down to existing deck
- Install 2 layers of 2.5" polyisocyanurate insulation board
- Install a Johns Manville ½" retrofit plus cover board (gang fastened with insulation)
- Mop in hot asphalt 1 layer of Johns Manville DynaBase base sheet
- Mop in hot asphalt 1 layer of Johns Manville DynaBase FR CR G Bright White Cap Sheet
- Install new roof related sheet metal flashing and trim
- Provide windstorm engineering
- Reference Drawing R8.1 provided by Wheaton Engineering in Appendix A for additional details

Not included in this scope of work:

- Gutter replacements
- New roof access

ECM-13.3: HE LAUNDRY MACHINE UPGRADES

CONTRACTOR will provide and install water conservation upgrades per the detail listed below:

Building Name		HEFLWM	HEESD
Juvenile Probation	Quantity	1	1

Individual building line-by-lines are available upon request

Code	Upgrade Type
HEFLWM	Install High Efficiency Light Commercial Front-Load Washer
HEESD	Install Electric Light Commercial Sensor Dryer

NON ECM-1: PARKING LOT REPLACEMENT/REPAIRS

CONTRACTOR shall reconstruct the existing parking lot at the Juvenile Detention Center (approximately 52,520 square feet).

This scope of work includes the following:

- Locations are shown on Drawing S8.0 provided by Wheaton Engineering in Appendix A
- Excavate approximately 12" down, remove and haul away caliche and asphalt
- Compact base and lay geogrid on base
- Fill approximately 10" of limestone base in 5" lift
- Apply MC30 prime, lay 2" of D type hot mix
- Compact layout and strip to original look
- Repair heavy traffic area near dumpsters (approximately 800 square feet) with 8" concrete with #4 rebar at 3,000 PSI 12" OC with proper expansion joint broom finish

Not included in this scope of work:

- Spraying of weeds and weed removal after job completion

FAIRGROUNDS

1213 TERRY SHAMSIE BOULEVARD

ROBSTOWN, TX

ECM-4.9: REPLACEMENT OF 70 TON AAON

CONTRACTOR will replace one (1) 70 ton DX Package Unit at the Ballroom Facility within the Fairgrounds. Equipment to be replaced consists of:

- One (1) AAON DX Package Unit will be replaced with one (1) AAON (or equivalent) DX Package Unit. Existing Model number: RL-070-3-0-AW04-284

This installation shall include the following:

- Disconnect electrical service from air handling unit and condensing unit
- Disconnect duct work, gas piping, and controls
 - Removal of and disposal of existing package equipment
 - Refrigerants reclaim and disposal
- Install one (1) AAON Model RN070 packaged unit, designed for 460V/3Ph/60HA power as follows:
 - Unit HVAC of same tonnage, cabinet is double wall construction with interior 2" thick, R13 foam insulated panels, and galvanized steel (G90) casing with enamel finish
- Reconnect the electrical service
- Reconnect the duct work, gas piping, and sloped stainless steel drain pans
- Access doors with full-length stainless-steel piano hinges and quarter turn, zinc cast lockable handle
- Variable capacity scroll type compressors — Lead Circuits
- Modulating hot gas reheat, Polymer E-Coated condenser coil, 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, and 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
- Disconnect/ reconnect of associated power and controls
- Perform a system start-up and check out start-up
- Includes any necessary crane and rigging
- Site clean-up upon completion

Not included in this scope of work:

- Asbestos removal

ECM-4.10: DESTRATIFICATION FANS

CONTRACTOR will install twenty-four (24) destratification fans within the Fairgrounds Arena area. Equipment to be installed listed below:

Building	Location	Fan	Quantity
Fairgrounds	Arena	E-145P4	24

This scope of work includes the following:

- Provide and install new destratification fans
- Electrical service to each fan
- Mounting hardware
- Provide man lift rentals as needed
- Removal of the 3 existing ceiling type fans

ECM-5.1: LED LIGHTING

Of the fixtures surveyed, most will be retrofitted, and some will be replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources. The following are the type of retrofits being performed:

SCOPE OF WORK	Quantity
Fluorescent	
FLUOR 2L to LED - Retrofit - Lamp for Lamp	422
FLUOR 3L to LED - Retrofit - Lamp for Lamp	197
FLUOR 4L to LED - New Fixture	23
FLUOR 4L to LED - Retrofit - Lamp for Lamp	17
FLUOR to LED - New Fixture	248
FLUOR to Remove	24
Compact Fluorescent	
CFL to LED - Retrofit	1
HID	
HID to LED - New Fixture	103
Incandescent	
INC to LED - Screw In	56
Do Nothing	
Do Nothing LED	15
Grand Total	1,106

This scope of work includes the following:

- Install new wireless web based wireless control system for exterior and building mounted interior lighting as follows:
 - Banquet Center High-bay fixtures
 - Pavilion and Exhibit Halls A & B High-bay fixtures
 - Horse Barn High-bay fixtures
 - Equestrian Center High-bay fixtures
 - Warm-up ring floodlight fixtures
 - Parking lot flood light fixtures
 - Roadway architectural area lights and cobra head fixtures
 - Exterior canopy fixtures for equestrian center
- New controls system will have the capability to zone the lighting and create schedules from a web-based dashboard

Not included in this scope of work:

- Control system will only control the exterior and high bay lighting, any office or other fixtures will not be tied into the control system
- Upgrade to the existing electrical system

*See 'General Notes – Lighting' below for specific scope of work design methodology.
Individual building line-by-lines are available upon request*

ECM-5.2: EXTERIOR SAFETY/SECURITY LIGHTING

Of the fixtures surveyed, most will be retrofitted, and some will be replaced. New artistic lighting will be added to the entry and main walkway at the Fairgrounds. The following are the type of retrofits being performed:

SCOPE OF WORK	Quantity
Fluorescent	
FLUOR to Remove	24
HID	
HID to LED - New Fixture	233
HID to Remove	66
LED	
LED Add	212
Grand Total	535

This scope of work includes the following:

- Artistic lighting will tie into a web-based control system that has the ability to schedule, change colors, zone, and control the new lights

*See 'General Notes – Lighting' below for specific scope of work design methodology.
Individual building line-by-lines are available upon request*

ECM-6.1: BUILDING ENVELOPE MODIFICATIONS

CONTRACTOR will perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below is the detail for these modifications:

Facility Name	Quantity	Scope
Fairgrounds	81	Exterior doors to be weather stripped and sealed
Fairgrounds	20	Over-head doors to be sealed on 4 sides
Fairgrounds	2	Concessions rollup doors to be weather-stripped
Fairgrounds	1	Ticket office window to be sealed around perimeter
Fairgrounds	196	Windows systems to be re-glazed and sealed
Fairgrounds	4	Holes in wall to be sealed

ECM-6.2: ROOF REPLACEMENT

CONTRACTOR will provide and install a new roof for select areas as shown on Drawing R3.0 provided by Wheaton Engineering in Appendix A at the Fairgrounds.

This scope of work includes the following:

- Remove existing Berridge S Tile, Deck Panel to remain in place
- Install flute fill EPS and 1/2" high density polyisocyanurate cover board
- Install 1 layer of self-adhering underlayment
- Install a new McElroy 24 gauge 18" wide 238T roof panel system
- Install new roof related sheet metal flashing and trim
- Provide windstorm engineering
- Reference Drawing R3.0 provided by Wheaton Engineering in Appendix A for additional details

Not included in this scope of work:

- Gutter replacements
- New roof access

NON ECM-1: PARKING LOT REPLACEMENT/REPAIRS

CONTRACTOR shall perform the following parking lot upgrades and repairs at the Fairgrounds.

This scope of work includes the following:

- Provide sidewalk 8' wide x 85' in length as follows:
 - Excavate 6" down and haul away debris
 - Fill in with 2" cushion sand, 4" concrete 3,000 PSI #3 rebar, 18" OC.
 - Install proper expansion joint every 40' and self-leveling joint filler
- Provide new asphalt in area shown on Drawing S3.0 Provided by Wheaton Engineering (approximately 95,703 square feet) as follows:
 - Pulverize asphalt and caliche
 - Excavate 12" down
 - Remove all asphalt caliche and save
 - Remove dirt debris and haul away
 - Compact existing subbase
 - Lay geogrid in all areas, filling in with saved existing caliche mix with asphalt
 - Fill with new limestone base to have a total of 10" of base compact in 5" lift
 - Apply mc-30 primer
 - Lay 2" of D type hot mix compacted
- Provide new 8" thick concrete in area shown on Drawing S3.0 provided by Wheaton Engineering (approximately 110,886 square feet) as follows:
 - Excavate 10" down
 - Compact subbase, filling with 2" cushion sand filling with 8" concrete 3,000 PSI #4 rebar, 18" OC
 - Install proper expansion joint with self-leveling joint filler every 40', keyway joint every 20' in between
 - Broom finish

Not included in this scope of work:

- Spraying of weeds and weed removal after job completion

NON ECM-2: LANDSCAPING

CONTRACTOR shall provide landscaping improvements to the locations defined within Wheaton Engineering Drawing S3.0 in Appendix A at the Fairgrounds

This scope of work includes the following:

- Landscaping and irrigation
- Irrigation sleeves
- Boring
- Irrigation controller
- Irrigation permit
- Two (2) 2" backflow preventers
- Concrete edging
- Hydromulch/seeding
- Mulch
- Compost and soil
- Plants and trees
- Tree trimming and removal
- 90-day maintenance

Not included in this scope of work:

- Site clearing, grubbing, and site subgrade preparation
- SW3P, erosion, and sedimentation controls
- Existing tree protection
- Topsoil
- Concrete work
- Fencing and gates
- Permanent water meter

NON ECM-3: CONCRETE REPAIR ON WALKWAYS

CONTRACTOR shall perform mud jack and stabilize the existing sidewalks at the Fairgrounds outlined in Drawing S3.0 provided by Wheaton Engineering in Appendix A (approximately 31,526 square feet).

This scope of work includes the following:

- Stabilize and lift nine (9) areas of settled walkways

Not included in this scope of work:

- Fix any existing cracking within the concrete

NON ECM-4: CARPET REPLACEMENT AND PAINTING

CONTRACTOR shall upgrade the carpeting and paint at the Ballroom Facility at the Fairgrounds outlined in Drawing S3.0 provided by Wheaton Engineering in Appendix A

This scope of work includes the following:

- Remove and dispose of existing cove base, carpet, and glue debris
- Complete required refinishing and resurface work
- Provide base coat, (2) coated finish and trim on approximately 39,228 square feet within Ballroom facility
- Provide and install 2,500 square yards of "Mohawk First on Up" modular carpet tile, color to be determined
- Provide and install 400 square yards of "Mohawk New Basics" broadloom carpet, color to be determined
- Provide and install new cove bases "Rubber 4", color to be determined
- Dispose of excess material
- Clean, vacuum, and complete work for occupancy

NON ECM-5: OUTDOOR STAGE AND STAGE LIGHTING

CONTRACTOR shall construct outdoor stage and amphitheater at the Fairgrounds. Reference Drawings E3.0, S3.2, S3.3 Provided by Wheaton Engineering in Appendix A for scope of work and additional details.

This scope of work includes the following:

- Provide and install necessary materials to construct an outdoor stage and amphitheater as shown in Drawings E3.0, S3.2, and S3.3 provided by Wheaton Engineering in Appendix A
- Clear out, level, and grade existing area
- Excavate and remove dirt debris required for concrete footings and stamped concrete sidewalks
- Compact existing subbase, lay 2" cushion sand, 5" stamped concrete 3,000 PSI #4 rebar, 12" OC
- Install and compact fill to the reflect raised elevations on Drawing S3.3 Provided by Wheaton Engineering in Appendix A.
- Install necessary PVC drainage pipes and install color concrete block retaining wall
- Lay synthetic lawn material
- Provide and install 3.5' galvanized steel railing along the backside of the amphitheater.
- Construct stage per Drawings E3.0, S3.2, and S3.3 Provided by Wheaton Engineering in Appendix A
- Provide new electrical service
- Provide and install new electrical including outlets, lighting, transformers, breakers, and circuit panels
- Provide and install seven (7) wood acoustic panels within the stage

GENERAL NOTES

HAZARDOUS MATERIAL

There may be some asbestos in various mechanical rooms throughout the facilities. CONTRACTOR has not included any costs associated with the asbestos abatement, should any asbestos be in that area. Hazardous material abatement and disposal, if necessary, (with the exception of light bulbs and ballasts associated with the lighting retrofit) is not included in this scope of work.

EQUIPMENT EFFICIENCIES

All new heating and cooling equipment will meet or exceed the minimum efficiency standards as set forth by the Department of Energy and will comply with all applicable EPA regulations.

REFRIGERANT

Some of the existing air conditioning equipment surveyed contains R-22 refrigerant. This refrigerant is no longer allowed to be used in new air conditioning systems. All new equipment will conform to EPA regulations for environmentally acceptable refrigerants.

ALL NEW WORK INCLUDES THE NECESSARY

- Permits and fees as required
- Crane and rigging service
- Removal and disposal of old equipment
- Project management
- Customer training on all new equipment provided (Boilers, chillers, roof top units, etc.)
- Eight hours of customer training on all new controls
- Roofing service as required
- Engineering services as required

NOT INCLUDED IN THIS SCOPE

- Asbestos testing and/or abatement
- New filters for the existing equipment not being replaced

LIGHTING

All lamps, ballasts and LED technology installed per ABM's scope of work were specified by the manufacturers lamp and ballast guide. All lamps and ballasts must be compatible and approved by the manufacturers. If unapproved materials are installed after ABM's installation of the lighting upgrade, damage may ensue, and manufacturer's warranties may be void. By installing or incorporating unapproved materials, CUSTOMER agrees and acknowledges that CUSTOMER is assuming all responsibility and liability associated with doing so, CUSTOMER will hold ABM harmless from liabilities resulting from such action, and CUSTOMER acknowledges that all warranties provided by ABM are void.

SUBMITTALS

IN AN EFFORT TO MEET THE REQUIRED SUBSTANTIAL COMPLETION TIME FRAME AS OUTLINED IN THIS AGREEMENT ALL SUBMITTALS MUST BE APPROVED BY THE CUSTOMER AND RETURNED TO CONTRACTOR WITHIN FIVE (5) WORKING DAYS OF SUBMITTAL DATE.

WARRANTIES

All items within ABM's scope of work will be provided with a one (1) year workmanship warranty and a materials warranty extended from the manufacturer. Listed below are additional details regarding warranties for select energy conservation measures within the scope of work. Additional details on manufacturer's warranties can be provided upon request.

Mechanical Systems

- This is applicable to ECM's 1.1, 2.2, 2.3, 4.3, 4.4, 4.6 (Mechanical Equipment Only), 4.8, 4.10, and 4.12
- All workmanship for a period of two (2) years
- Materials will be warranted by a two (2) year manufacturer's warranty
- Compressors will be warranted by a five (5) year manufacturer's warranty
- Contractor is not responsible for condition of existing electrical panels and electrical systems

Lighting

- Manufacturer warrants the Luminaires (the "Product") purchased by Nueces County to be free from defects in materials for a period of ten (10) years from the date of shipment to the Purchaser
- If the Luminaire fails to operate during the applicable Warranty Period due to a manufacturing defect, manufacturer will, at its sole option, replace or repair the Product at no charge or grant the original purchaser a credit towards Product replacement. If manufacturer grants a replacement and Product is not available, a comparable product will be provided
- Keystone manufacturer's warranty is limited to 10 years or 50,000 burn hours. Requires site contact registration, climate-controlled space, and stipulated burn hours. Not applicable to lamps in vapor tight fixtures.
- Acuity manufacturer's warranty on new light poles and mounting arms is limited to 5 years
- WJM manufacturer's warranty on new poles is limited to 10 years for cover finishes only
- All workmanship for a period of one year

Water Conservation

- All workmanship for a period of one year
- All materials will be warranted by the manufacturer's warranty listed below
 1. Kohler Fixtures (3) Year
 2. Mansfield Pressure Assisted Toilets (5) year vessel, Limited lifetime on porcelain fixtures
 3. Bemis Seats (1) Year
 4. I-Con Valves (3) Year
 5. Chicago Faucets (2) Year
 6. Neoperl (1) Year
 7. Delta Showerheads (1) Year
 8. High Sierra Showerheads (1) Year
 9. Bricor Pre-rinse (1) Year
 10. Hobart Dish Machines (1) Year
 11. Maytag Laundry (3) Year
 12. AquaWing Ozone (1) Year

Roofing

- All workmanship for a period of one year
- All materials will be warranted by the manufacturer's 20-year warranty

Transformers

- All workmanship for a period of one year
- Equipment will be warranted by the manufacturer's warranty

WARRANTIES DO NOT COVER DAMAGE BY MISUSE, ABUSE, TAMPERING OR "ACTS OF NATURE" OUTSIDE CONTRACTOR'S CONTROL

OWNER'S INITIALS _____

APPENDIX A: DRAWINGS

The following drawing are incorporated herein in their entirety by reference:

Drawing Number	Drawing Name
B3.0	Fairgrounds – Banquet Hall Improvements
E3.0	Fairgrounds – Amphitheater Electrical Plan
R3.0	Fairgrounds – Roof Replacement Plan
R3.1	Fairgrounds – Seam Roofing Details
S3.0	Fairgrounds – Site Improvements Plan
S3.0A	Fairgrounds – Parking Details
S3.2	Fairgrounds – Amphitheater Plan
S3.3	Fairgrounds – Amphitheater Details
M4.1	McKinzie Annex – Central Plant Plan
M4.2	McKinzie Annex – Central Plant Sections
M4.3	McKinzie Annex – Central Plant Flow Diagram
M4.4	McKinzie Annex – Central Plant Schedules
R4.0	McKinzie Annex – Roof Improvement Plan
R4.1	McKinzie Annex – Built Up Roofing Details
R4.2	McKinzie Annex – Built Up Roofing Details
S4.0	McKinzie Annex – Site Improvements Plan
M7.1	County Jail – Mechanical Plan First Floor
M7.2	County Jail – Mechanical Plan Second Floor
M7.3	County Jail – Mechanical Plan Third Floor
M7.4	County Jail – Mechanical Plan Fourth Floor
M7.5	County Jail – Mechanical Plan Fifth Floor
M7.6	County Jail – Mechanical Plan Sixth Floor
M7.7	County Jail – Mechanical Plan Seventh Floor
M7.9	County Jail – Mechanical Plan Room 120
M7.12	County Jail – Steam HW and CW Piping Diagram
M7.13	County Jail – Enlarged Mechanical Plan AC14
M7.14	County Jail – Enlarged Mechanical Plan AC15
M7.15	County Jail – Enlarged Mechanical Plan AC16
M7.16	County Jail – Mechanical Schedules
M7.17	County Jail – Mechanical Schedules – Rebuild
M7.18	County Jail – Smoke Purge Second Floor
M7.19	County Jail – Smoke Purge Third Floor
M7.20	County Jail – Smoke Purge Third Floor Enlarged
M7.21	County Jail – Smoke Purge Fourth Floor
M7.22	County Jail – Smoke Purge Fifth Floor
M7.23	County Jail – Smoke Purge Fifth Floor Enlarged
M7.24	County Jail – Smoke Purge Sixth Floor
M7.25	County Jail – Smoke Purge Seventh Floor
M7.26	County Jail – Smoke Purge Seventh Floor Enlarged
M7.7.1	Courthouse – Boiler Plant Demolition Plan Central Plant
M7.7.2	Courthouse – Boiler Plant Improvements Plan Central Plant
M7.7.3	Courthouse – Enlarged Boiler Room Plan

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M7.7.4	County Jail – Boiler Improvements Room 120
M7.7.5	County Jail – Boiler Improvements Steam HW and CW Piping Diagram
R8.0	Juvenile Detention Center – Probation Building Roof Plan
R8.1	Juvenile Detention Center – Boot Camp Building Roof Plan
R8.2	Juvenile Detention Center – Built Up Roofing Details
R8.3	Juvenile Detention Center – Built Up Roofing Details
R8.4	Juvenile Detention Center – Built Up Roofing Details
S8.0	Juvenile Detention Center – Site Improvements Plan



EXHIBIT B FINANCIAL TERMS AND CONDITIONS

Preliminary Project Schedule and Mobilization

Upon the receipt of Notice to Proceed (NTP), Contractor will present a Preliminary Project Schedule to Owner at the first kickoff meeting scheduled prior to construction.

Financial Terms and Conditions

The Work shall include all work included in the purchase price, including but not limited to; professional services; engineering; design; procurement; and installation of the infrastructure improvements indicated in Attachment A, Scope of Work. Signed and sealed drawings by a licensed engineer in Texas will be provided to Customer, including "As-Built" drawings, where identified as being required in the following schedule of required submittals:

ECM Location	ECM Description	Provided Documentation
Courthouse & Jail	ECM-1.1: Boiler Plant Replacement	Signed and Sealed Drawings, O&M Manuals, equipment data sheets
Courthouse & Jail	ECM-2.1: Cooling Tower Treatment System	O&M manuals, equipment data sheets
Courthouse & Jail	ECM-3.1: Control Upgrades (pneumatics)	Signed and Sealed Drawings, O&M Manuals, equipment data sheets
Courthouse & Jail	ECM-4.1: Replace AHUS (18) and FCUs (5)	Signed and Sealed Drawings, O&M Manuals, equipment data sheets
Courthouse & Jail	ECM-4.2: Refurbish AHUs (18)	Signed and Sealed Drawings, O&M Manuals, equipment data sheets
Courthouse & Jail	ECM-4.4: HVAC Armor	Material data sheets
Courthouse & Jail	ECM 5: LED Lighting (Courthouse)	As-built Line by Line Detail, O&M manuals, equipment data sheets
Courthouse & Jail	ECM 5: LED Lighting (Jail)	As-built Line by Line Detail, O&M manuals including equipment cut sheets
Courthouse & Jail	ECM-6.1: Building Envelope (Courthouse)	Material data sheets

Courthouse & Jail	ECM-6.1: Building Envelope (Jail)	Material data sheets
Courthouse & Jail	ECM-6.2: Air Curtains	O&M manuals, equipment data sheets
Courthouse & Jail	ECM-7.1: Piping Insulation	O&M manuals, equipment data sheets
Courthouse & Jail	ECM-8: VFDs on Domestic HW Pumps	O&M manuals, equipment data sheets
Courthouse & Jail	ECM-8.2: VFDs on Jail HW/CHW Pumps	O&M manuals, equipment data sheets
Courthouse & Jail	ECM-12.1: Transformers (Courthouse)	O&M manuals, equipment data sheets
Courthouse & Jail	ECM-13.3: Water conservation (Jail)	O&M manuals, equipment data sheets
Courthouse & Jail	ECM-13.4: Ozone Laundry System	O&M manuals, equipment data sheets
Fairgrounds	ECM-4.5: De-strat Fans	O&M manuals, equipment data sheets
Fairgrounds	ECM 4.6 Replace 70 ton AAON unit (completed)	O&M manuals, equipment data sheets
Fairgrounds	ECM 5: LED Lighting	As-built Line by Line Detail, O&M manuals including equipment cut sheets
Fairgrounds	ECM 6.1: Bldg Envelope	Material data sheets
Juvenile Justice	ECM-2.5: Cooling Tower Refurbishment	O&M manuals, equipment data sheets
Juvenile Justice	ECM-4.4: HVAC Armor	Material data sheets
Juvenile Justice	ECM 5: LED Lighting	As-built Line by Line Detail, O&M manuals including equipment cut sheets
Juvenile Justice	ECM-13.4: HE Laundry Upgrades	O&M manuals, equipment data sheets

McKenzie Annex	ECM-2.1: Cooling Tower Treatment System	O&M manuals, equipment data sheets
McKenzie Annex	ECM-2.3: Chiller Plant Replacement	Signed and Sealed Drawings, O&M Manuals, equipment data sheets
McKenzie Annex	ECM-4.1: Replace DX Unit (RITE Bldg)	O&M manuals, equipment data sheets
McKenzie Annex	ECM-4.4: HVAC Armor	Material data sheets
McKenzie Annex	ECM 5: LED Lighting	As-built Line by Line Detail, O&M manuals including equipment cut sheets
McKenzie Annex	ECM-13.3: Water conservation	O&M manuals, equipment data sheets
McKenzie Annex	ECM-13.4: Ozone Laundry System	O&M manuals, equipment data sheets

The price for the Work shall be paid, or caused to be paid, by Owner to Contractor as follows:

Mobilization fee due upon commencement of the project	20%	\$6,506,380.00
Monthly draws based on standard AIA payment Application subject to a 10% retainage	Monthly	

As a condition of performance, payments are made on a progress basis, subject to a 10% retainage. Invoice payment must be made within thirty (30) days of receipt. Any alteration or deviation from the above proposal involving extra cost of material or labor will become an extra charge over the sum stated above. Before any such extra cost is incurred by Contractor, Contractor must provide written notice to Customer at least ten (10) days in advance of the purchase of material or labor. Contractor may not proceed with such extra cost without prior written authorization from Customer. This proposal will become a binding Agreement only after acceptance by Owner and approved by an officer of Contractor as evidenced by their signatures above. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claims, representations, promise or condition on behalf of Contractor which is not expressed herein.

Retention shall be invoiced upon final completion of the Scope of Work in Attachment A notwithstanding contractor's obligations remaining pursuant to the Annual Energy Cost Avoidance Agreement.



APPENDIX B Press Release Authorization



Client Release Form

ABM Industries Incorporated ("ABM") requests permission to use certain of _____'s ("Client") name, logo, photographs, videos, testimonials, and/or quotes (the "Client Information"), as part of ABM's communications plan. The purpose of this Client Release is to describe the activities in which you agree to participate and the use rights of the parties with regard to the Client Information.

Client grants ABM and its affiliates' the use of Client Information in the following:
(Please check those instances where you are granting your Company's consent.)

- In press releases, social media posts, case studies, client profiles, and/or any other ABM marketing materials (video and print) jointly approved by ABM and Client.
- In a listing of representative customers on ABM's website.
- In a listing of representative customers in ABM's sales materials.
- In a listing of representative customers in ABM's employee recruiting materials.
- In a listing of representative customers in ABM's responses to Requests for Information, Requests for Quotations or Requests for Proposal.
- In the ABM Annual Report, Description of Business in the following context: "ABM provides janitorial services for businesses, such as ..."

Client agrees that it will receive no compensation from ABM relating to the publication, distribution or other use of the Client Information.

For any Client Information that requires interaction with Client employees, Client will permit ABM to interview Client's employees and/or contractors to gather the required information, including quotes. Client agrees to obtain sufficient permissions from any of Client's employees and/or contractors whose quotes, names, or pictures appear in the above-listed ABM materials, in order to grant the rights herein described.

Both parties agree that the final version of the Client Information will not be altered without prior written consent from the other party. ABM also agrees to stop distributing, publicly referencing, and displaying the Client Information at any time upon written request from the Client.

Each party agrees to release the other party and its contractors, agents, and employees, from any claims relating to use of the material that the releasing party provides and which is included in the Client Information, so long as such use is in accordance with the rights granted under this release.

ABM thanks you for your consideration and assistance in this important request.

ABM Industries Incorporated	Client Company
Name, Title	Name, Title
Date	Date

866.624.1520
ABM.com



APPENDIX C

ANNUAL ENERGY COST AVOIDANCE AGREEMENT



ATTACHMENT 1

FORM OF NOTICE TO PROCEED

October __, 2020
Cristina Stefanescu
Project Manager
ABM Building Services, LLC
6120 West by Northwest, Suite 100
Houston, TX, 77040

Re: Notice to Proceed to ABM Building Services, LLC

Dear ABM,

Pursuant to the Bundled Energy Solutions Project Agreement executed September __, 2020 (the "Agreement"), between Nueces County ("Customer") and ABM Building Services, LLC ("ABM"), Customer hereby provides ABM Notice to Proceed and authorizes ABM to proceed with executing the full scope of the Agreement, which is incorporated herein.

Regards,



ATTACHMENT 2

CERTIFICATE OF SUBSTANTIAL COMPLETION (ECM Acceptance)

Definition of Completion and M&V Start Date

The completion date of the work or designated portion thereof is the date certified by ABM when construction is sufficiently complete. The M&V start date below is the effective date for the start of the measurement and verification process for your guarantee in accordance with the contract documents (will typically be the first day of the following month after the completion date)

(A separate Certificate should be created for each building included in the referenced Agreement)

Project (Name):		Completion Date:		Contract #:	
				(Agreement)	
Bldg. Address:		M&V Start Date		NOTE: M&V start date will typically be the 1st of the Month	
Owners Name:		Architect:			
Address:		Address:			
		Phone:			
		Engineer:			
		Address:			
		Phone:			
<u>ECM(s) Covered by this Certificate:</u>					
<p>The following Energy Conservation Measures(s)(ECM's), pursuant to the Bundled Energy Solutions Project Agreement, by and between:</p> <p>_____ (ISSUER) and ABM Building Solutions/Services, LLC, dated _____ Has been determined to be properly installed and operational. If there are no pre-agreed Warranty Start Dates in the Agreement, then below ECM "Acceptance Date" will act as the Warranty Start Date for each ECM.</p>					
ECM Number:	Description:		Acceptance Date:	Owner Acknowledgement	



ATTACHMENT 3

CERTIFICATE OF FINAL COMPLETION

Date: _____

The Work performed pursuant to the Bundled Energy Solutions Project Agreement, by and between _____ (ISSUER) and ABM Building Solutions/Services, LLC, dated _____ has been determined to be complete and ISSUER accepts the same. The effective date for the start of the Measurement and Verification process for your guarantee shall be _____ 1st, 20___. (this date should be the first of the following month after completion)

We appreciate the opportunity you have given us to work with you on this project and we look forward to a long term relationship.

ISSUER, through the undersigned duly authorized representative, accepts the Work as complete and assumes full possession thereof as of the Date of Final Acceptance less any outstanding items listed below.

ISSUER

By: _____

Signature: _____

Date: _____

Outstanding Items to complete:

_____	_____
_____	_____
_____	_____
_____	_____