ABM Building Value
Linc Service

ABM Building Services

PROJECT AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
6/3/2014	PP14226	

BY AND BETWEEN:

ABM Building Services P.O. Box 612567 DFW Airport, Texas 75261	AND	City of Euless
hereinafter CONTRACTOR		hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S): Project

If all of the following projects are ordered at the same time a 5% Discount will be applied.

Project: PP14210	**$14,716.00**	**Fire House #1**
Project: PP14211	**$20,683.00**	**Fire House #2**
Project: PP14212	**$28,428.00**	**Fleet Building Upgrade to a 15 Ton Package Unit**
Project: PP14214	**$31,342.00**	**Parks Building**
Tips 2%	**$ 1,904.00**	
	$97,073.00	**Total**
	$4,854.00	**Discount**
	$92,219.00	**Total, if all Projects are ordered at the same time.**

FOR THE SUM OF NINETY TWO THOUSAND TWO HUNDRED NINETEEN DOLLARS ($92,219.00) PLUS TAX

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As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within (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. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

Contractor	Customer

Approved for Contractor

Signature (Sales Representative)	Signature (Authorized Representative)
Name and Title	Name (Print/Type)
Date	Date

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PROJECT AGREEMENT TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this agreement will be performed during the Contractor's normal working hours.

2. Contractor warrants that the workmanship hereunder shall be free from defects for 1 year from date of installation. 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. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect.

3. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become forty five (45) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.

4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.

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.

6. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorney's fees incurred by Contractor.

7. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.

8. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.

9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable.

10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

12. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES

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ABM Building Services

Vendor: ABM Building Services

Serving States: AL | AK | AZ | AR | CA | CO | CT | DE |

Contract Information: Contract Type: Regular Contract Number: 2032212

Contract Expiration Date: 03/22/2015 Commodity: Comprehensive HVAC Solutions & Services

Service/ Product Description: ABM Building Services is a best

Website: http://www.abm.com

Vendor Contact(s):

Primary Contact
Name: Doug Smyers
Position: Sr VP
Phone: (817) 858-1000
Fax : (817) 858-1020
Mobile :
E-Mail: doug.smyers@abm.com

Contact
Name: Jay Vineyard
Position: Texas Sales Manager
Phone: (817) 858-1010
Fax : (817) 858-1020
Mobile : (817) 917-6245
E-Mail : jay.vineyard@abm.com

Purchase Order Requirements: FAX or MAIL ALL Purchase Orders to:

Address: 4845 Highway 271 North
City: Pittsburg
State: TX
Zip: 75686
FAX: 866-839-8472 or 866-929-4402
Email: tipspo@reg8.net

Federal ID Number: Payment to:

Address: PO Box 612567
City : DFW Airport
State: TX
ZIP : 75261

TIPS/TAPS Contact:

Name : Kim Thompson
Phone : 866-839-8477
Fax : 866-839-8472
E-mail : tips@reg8.net
Mobile : 903-243-4789

MWBE/HUB Status: No