

GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT  
Portland, Texas

CONSTRUCTION/ASBESTOS ABATEMENT CONTRACT

THE STATE OF TEXAS           §  
COUNTY OF SAN PATRICIO    §

The GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT (hereafter called "Owner") and Perilous Times (hereafter called "Contractor"), hereby agree as follows:

1. Contractor agrees to provide asbestos abatement for Owner in accord with the Contract Documents for the following project: Gregory-Portland ISD Asbestos Abatement at Central Administration Building and Old Middle School Buildings ("Project" or "Abatement Project"), in accordance with the specifications and other contract documents prepared by Burcham Environmental Services, L.L.C. ("Consultant"), the designated consultant and representative of Owner for the Project. Any reference in the contract documents to the "architect" as Owner's representative on this Project shall be understood to mean the Consultant.

2. Contractor agrees to furnish, at his own expense, all labor, services, materials, tools, equipment and supervision necessary to the full and final completion of the Abatement Project, and everything incidental thereto, or properly inferable therefrom, all in accord with the Contract Documents, as hereafter defined.

3. The Contract Documents consist of this Construction/Asbestos Abatement Contract and the following instruments which are incorporated herein:

- a. Request for Competitive Sealed Proposals
- b. Proposal
- c. Conditions of the Contract
  - i. G-PISD amended A201 General Conditions
- d. Drawings
- e. Specifications
- f. Addenda and amendments to the foregoing as follows:
  - (1) Addendum No. 1 dated 10/11/2021.
  - (2) Addendum No. 2 dated N/A.

If there are inconsistencies in the Contract Documents, this Construction/Asbestos Abatement Contract shall have priority over the documents incorporated by reference, and the provisions of the documents incorporated by reference shall prevail and have priority in reverse order of the above list of contract documents.

4. Immediately following the execution of this Contract and before performing any work, Contractor shall furnish to Owner a valid Performance Bond and Payment Bond, each in the full amount of the contract price on forms promulgated by Owner, written by companies acceptable to and approved by Owner and a required Certificate of Insurance, each in accord with the requirements of the Contract Documents.

5. Contractor shall commence work as directed in a written Notice to Proceed from the Owner, and shall substantially complete the work on or before 25 days (Administration) and 30 days (Old Middle School) from the date of

commencement established in the Notice to Proceed. If the work is not timely completed in accord with the terms of the Contract Documents, Contractor shall be liable to Owner for damages calculated in accord with the terms and provisions of the Contract Documents. If liquidated damages are assessed in accordance with the Contract Documents, it is expressly agreed that the said sum per day is a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the work is not completed within the agreed time. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by additional compensation to personnel, for loss of interest on money, and other miscellaneous increased costs, all of which are difficult to exactly ascertain. Such liquidated damages, if assessed, shall be in addition to, and not in lieu of any other rights or remedies Owner may have against Contractor for failure to timely achieve completion of the work.

6. The total contract price is \$215,000 + \$20,000 (owners contingency) Dollars (\$235,000), which includes the base bid and alternates numbers: 1.

7. The parties hereto agree that they will take such steps and execute such instruments as may be necessary to enable Owner to claim its exemption from the State of Texas Limited Sales Tax for materials used in such Project. All savings resulting from such tax exemption shall be for the benefit of the Owner.

8. The Board of Trustees, by majority vote, is the only representative of the Owner (an independent school district) having the power to enter into a contract, to approve changes in the scope of the work, to approve a change order, or to agree to an extension to the date of completion of the work. The Board may authorize a representative to act on behalf of the Owner in the day-to-day administration of the contract.

Executed in Portland, Texas, on 11/15, 2021.

ATTEST:

[Signature]  
6-PISD, Secretary

GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT

By [Signature] Owner  
Victor Hernandez, President  
Board of Trustees

By [Signature]  
Dr. Michelle Cavazos, Superintendent of Schools

ATTEST:

\_\_\_\_\_  
Secretary

Perilous Times Restoration  
Contractor

By [Signature]  
\*Name: Heath Pipes  
\*Title: President

Address: 11495 Toepperwein Rd.  
Live Oak, TX 78233

\*Typed or clearly printed