



March 3rd, 2022

Enclosed please find a copy of the contract for the Flowers Park Splashpad

Please print 3 copies and please complete the following:

- 1) Initial pages 2, 3, 4, 5, and 6.
- 2) Fill out page 1.
- 3) Sign and seal page 7.
- 4) Scan and return three (3) copies either by email or by courier to:

Oasis Waterplaygrounds Inc
5850 San Felipe Suite 500, Houston Tx, 77057

AGREEMENT BETWEEN CLIENT AND CONTRACTOR for use when a stipulated price forms the basis of payment and to be used only with the General Conditions of the Stipulated Price Contract.

THIS AGREEMENT made in triplicate this _____ day of _____ AD 2022.

BY AND BETWEEN:

Hidalgo County Precinct 4 (Hereinafter called "the **Owner**")

and

Oasis Waterplaygrounds Inc (Hereinafter called "the **Contractor**")

WITNESSES:

that the parties agree as follows:

ARTICLE I-A THE WORK

- (a) The Contractor will perform the Work required by the Contract Documents signed by the parties for **Hidalgo County Precinct 4**.
- (b) The Contractor will do and fulfill everything indicated by this Agreement, and
- (c) The Contractor will commence the Work by the _____ day of _____, 2022 and attain Substantial Performance of the Work, by the _____ day of _____, 2022.

ARTICLE A-2 CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents referred to in Article A-1 of their Agreement and as defined in item 2 of DEFINITIONS. This list is subject to subsequent amendments in accordance with the provisions of the Contract and agreed upon between the parties. Terms used in the Contract Documents which are defined in the attached DEFINITIONS shall have the meanings designated in those DEFINITIONS.

(Here insert, attaching additional pages if required, a list identifying all Contract Documents including: Agreement, General Conditions, Supplementary Conditions, Definitions, Drawings, giving drawing number, title, date, revision date or mark, Specifications, giving a list of contents with section numbers and titles, number of pages, and date or revision mark, if any, and clearly identify any modifications to the Contract Documents if any.)

See Appendix "A"

- *Invoice*

See Appendix "B"

- *Construction and Production Schedule*

ARTICLE A-3 CONTRACT PRICE

- (a) The quantities shown in the Schedule of Contract Stipulated Prices are lump sum. The Contract Price shall be the final sum of the products of the actual quantities that are incorporated in, or made necessary by the Work, as confirmed by count and measurement, and the appropriate Contract Stipulated Prices, together with any adjustments that are made in accordance with the provisions of the Contract Documents.

- (b) The Contract Price shall be TWO HUNDRED NINETY-THREE THOUSAND ONE HUNDRED EIGHTY-FOUR DOLLARS (\$293, 184/00 dollars) in USD funds, i.e., the final sum of the products of the quantities and the appropriate Contract Stipulated Price in the Schedule.

- (c) Schedule of Contract Stipulated Prices. *

<u>Item</u>	<u>Spec. No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Contract Price</u>	<u>Total Price</u>
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See Appendix "A" - Invoice

Continues...

(c) Schedule of Contract Stipulated Prices. * continued...

<u>Item</u>	<u>Spec. No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Contract Price</u>	<u>Total Price</u>
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*Contract Price (Tax Exempt)
dollars in USD funds.*

\$293,184/00

ARTICLE A-4 PAYMENT

- (a) The Owner shall pay the Contractor in USD funds for the performance of the Contract, the amounts being determined by the actual measured quantities of the individual work items contained in the Schedule of Contract Stipulated Prices in Article A- 3(c) of this Agreement and measured in accordance with methods of measurement given in the specifications.
- (b) Subject to applicable legislation and provisions of the Contract Documents, and in accordance with legislation and statutory regulations, the Owner shall:
 - (1) make monthly payments on account of the work performed provided the contractor provides the client with an itemized invoice.
 - (2) upon Substantial Performance of the Work, pay to the Contractor any unpaid balance of monies then due in accordance with Chapter 2251 of the Texas Government Code (the “Prompt Payment Act”) and contingent upon the continued availability of lawful appropriations by commissioners court (“Current Revenues”); and
 - (3) upon Total Performance of the Work pay to the Contractor any unpaid balance of monies then due, subject to the Prompt Payment Act and Current Revenues.
- (c) The owner shall provide the contractor with: (the following represents percentages of the total project price)
 - (1) a 20% deposit to produce the equipment to be utilized on the aforementioned splashpad.
 - (2) 20% will be required to the contractor on the first day of construction.
 - (3) 30% will be required to the contractor on feature installation
 - (4) Balance of the contract to be due on completion, subject to the Prompt Payment Act and Current Revenues.
- (d) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract, then the unpaid principal balance of any delinquent account will be subject to the Prompt Payment Act.

ARTICLE A-5 RIGHTS AND REMEDIES

- (a) The duties and obligations Imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- (b) No action or failure to act by the Owner or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE A-8 SUCCESSION

The General Conditions of the Stipulated Price Contract hereto annexed, and all other aforesaid Contract Documents, are all to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

In witness whereof the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

SIGNED, SEALED AND DELIVERED in the presence of:

OWNER

CONTRACTOR

Name and Title

Name and Title

Signature

Signature

Name and Title

Name and Title

Signature

Signature

Name and Title

Name and Title

Witness

Witness

Name and Title

Name and Title

(NB.) Where any legal jurisdiction, local practice or client requirements calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons In question as authorized to sign the Agreement for and on behalf of the Corporation or Partnership, should be attached.



Project Timeline

Materials - Lead time required for production of features: 9-12 weeks

Project: Sunflowers Park Splashpad

Estimated start date: May 2022 – Tentative start date May 15, 2022. (To be completed within 90 days of commencement of work)

Deliverables Timeline: Production of features (to commence on contract signature)

- Phase 1 – Week 1- 9
 - Feature production
 - Control panel production
 - Manifold production
- Phase 2 - Week 9-12
 - Completion of production of features
 - Powder coating and finish applied to all features
 - Completion of control panel
- Phase 3 – shipping of above to Sunflowers Park, to be stored until initiation of construction.

Deliverables Timeline: Construction (to commence in early spring 2022)

- Phase 1 - Week 1-4
 - Excavation for plumbing lines
 - Form for pad built and measurements made
 - Installation of water lines for features
 - Connection to sewer/storm drain line – drainage pond
 - Connection to water (min required pressure 40PSI)
 - Feature bases poured and features installed
 - Utility room work, installation of manifold and controller
- Phase 2 - Week 4-8
 - Testing and troubleshooting
 - Concrete pad poured
 - Spray deck applied
 - Final testing and touch up
 - Training of staff on system

- Site cleanup and grading
- Removal of all construction equipment and supplies

Side Notes:

- Precinct 4 (through the GC) commits to preparing the construction site as follows prior to the initiation of construction by Oasis Waterplaygrounds Inc.
 - A water supply within 80 feet of the splashpad that is a minimum of a 2inch with 40 PSI.
 - Removal of any sidewalks, concrete or structures currently in the planned location of the splashpad
 - A drainage area within 100 feet of the splashpad.
 - To providing adequate access to power for the installation that will be required for the utility room equipment and adequate access to power during the construction process.

▲ SIGNED, SEALED AND DELIVERED
in the presence of:

OWNER

CONTRACTOR

Name and Title

Name and Title

Signature

Signature