



High Performance Buildings for Life

City of Texas City - Texas City Police Department Service Proposal

Authorized Warranty Service
TACLA009290C
MPL38267



5622 Luce St
Houston, TX 77087

p. 713.643.8336
f. 713.583.6519

customerservice@huntongroup.com
www.huntonservices.com



Quote No. QUO-42833-V2Q1H4
Date: 7/15/2021

To: City of Texas City
1004 9th Avenue North
Texas City, TX 77592

Choice Partners Contract 19/036MR-03

Glenn Riske,

As the Trane™ Company's authorized service provider for southeast Texas, we are pleased to offer the following proposal:

Unit Type: Trane

Unit Model No: CGAM080F

Unit Serial No: (CH-1) U13J38902, (CH-2) U13J38901

Scope of work:

Replace all condenser coils on CH-1 & CH-2 with new factory coated coils.
Recover refrigerant from both circuits.
Remove fan deck and panels.
Remove four (4) condenser coils per chiller and install new factory coated coils.
Leak check and evacuate both circuits.
Recharge with recovered refrigerant. Start up and test operation.
Lead time: 8-10 weeks

Total price for labor and materials for above scope\$120,107.99

Exclusions:

1. The above price does not include sales tax. Taxes will be billed in addition at the time of job completion unless Hunton Services is furnished a Tax Exemption Certificate.
2. This quotation is based on straight time labor unless indicated otherwise.
3. Any additional work not covered by the scope of this proposal will require written authorization by the customer before Hunton Services can proceed.
4. All freight charges incurred by Hunton Services will be billed with a 15% surcharge.
5. This proposal is firm for thirty (30) days unless stated otherwise.
6. See 'Service Terms and Conditions' for terms and conditions of sale.



Jose Duron
Business Development
5622 Luce St., Houston, TX 77087
Office: 713-643-8336
Mobile: (713)252-8065
Email: JDuron@huntinggroup.com



High Performance Buildings for Life

The proposal and the terms and conditions contained herein are accepted and Hunton Services is authorized to proceed with the work.

Customer: _____

By: _____

Title: _____

Date: _____

P.O. Number: _____



SERVICE TERMS & CONDITIONS

GENERAL:

This transaction is expressly limited to the terms and conditions stated herein. No other warranty may be offered or modified without the express written consent of an officer of Hunton Services, hereafter referred to as "the Company".

ACCEPTANCE:

The company reserves the right to review credit prior to acceptance. If credit is not approved and/or alternative terms cannot be agreed to, the order shall be cancelled without liability.

PAYMENT:

Payment terms for goods and services provided herein will be due in net 30 days from invoice. The company reserves the right to add a surcharge of 1½% of the principal per month, or the maximum allowable amount, for each month the invoice is past due. Should legal action be necessary to enforce the payment of any monies due from the purchaser, purchaser agrees to pay all reasonable attorney's fees and costs incurred.

SHIPPING:

All goods and materials provided are the property of the purchaser upon delivery to the carrier. Freight claims are therefore to be handled by the purchaser with the carrier.

CANCELLATIONS:

Orders cannot be cancelled without the written permission of an officer of the company. In the event of such cancellation, a reasonable charge will be applied to all cancellations to cover the cost incurred by the company for processing the order, restocking charges, etc.

LIMITED LIABILITY:

No liability or warranty whatsoever shall exist until the company has been paid complete. Then said liability and warranty shall be limited to the amount of the purchase price of the parts, materials, and labor shown to be defective. In no event shall the company be liable for any incidental or consequential damages.

LIMITED WARRANTY:

The warranties set forth herein are in lieu of all other warranties, expressed or implied, whether written or oral, including warranties of merchantability and fitness for a particular purpose.

In general, the company warrants its workmanship and materials to be free of defects for all purchases under normal use. The warranty does not cover damages due to acts of God, misuse, neglect, corrosion, erosion, and deterioration. Any loss consisting of, caused by, contributed to, or aggravated by rust, mold, fungus, wet or dry rot and any resulting loss is always excluded under this contract, however caused. In the event of a warranty claim, the company shall repair or correct such defect during normal working hours, Monday thru Friday, excluding holidays, from 7:30 am to 4:00 pm. All warranty calls are to be limited to normal working hours. Emergency, after-hours service is available, provided customer agrees to pay the difference between the standard labor rate and the overtime labor rate. Regular freight charges for warranty materials are included. Expedited freight or delivery is available provided customer agrees to pay the differential between normal and expedited delivery. See below for specific warranty term for type of sale:

Type of Sale

Equipment/Parts: The Company warrants equipment/parts for the period as covered by the manufacturer.

Labor: The Company warrants its workmanship for a period of 60 days from the date of completion.

SEVERABILITY:

Should any of the terms and qualifications set forth herein be contrary to, prohibited by, or be determined to be inapplicable under the laws of the court of jurisdiction, then such provisions shall be omitted, but shall not invalidate any other remaining provisions.

GOVERNING LAWS:

This shall be construed as an agreement in accordance with the laws of the State of Texas. Texas licenses TACLA00929C. Regulated by The Texas Department of Licensing and Registration, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599, www.license.state.tx.us.



Chillers: Air & Water Cooled

- Routine maintenance/Coil cleaning
- Complete turnkey replacements
- Vibration & oil analysis
- Eddy current testing
- Controls
- Routine operations log
- Annual stop inspection
- Tube brushing
- Major & minor repair work

Air Handling Units

- Complete Refurbishment vs Replacement
- Maintenance/Coil cleaning
- Alignment & vibration analysis
- Annual stop inspection
- Drain line & P-trap maintenance
- Major & minor repair work
- Annual pressure wash
- Complete turnkey retrofits

Air Distribution

- Variable air volume (VAV) maintenance
- All air handler types (AHU) R&M
- Fan coil repair & maintenance
- Laboratory fume hoods
- Spot coolers
- Complete turnkey retrofits

Plumbing

- Pipe Fabrication and Installation
- Water Efficiency Retrofits
- Service and Repairs
- Maintenance
- Preventative Maintenance
- Backflow Prevention
- Boiler Maintenance

Cooling Towers

- Routine maintenance
- Major & minor repair work/cleaning
- Annual stop inspection
- Vibration analysis
- Alignment
- Controls
- Complete turnkey retrofits

Building Automation Systems

- Open protocol, Internet based systems
- Connected buildings through fiber optics
- Hunton Smart Services
- Complete turnkey retrofits
- Building automation systems R&M
- Internet remote access
- Building control units (BCU)
- Thermostats/sensors
- Digital electronic/pneumatic
- Software programming
- Variable frequency drives (VFD)
- Retro-commissioning
- Energy management services

Rental Services

- Rental chillers
- Air conditioning units w/electric heat
- Portable air conditioning units
- Air handling units
- Cooling towers
- Diesel generators
- Transformers, pumps, flexible duct & hose
- Heaters, humidifiers & compressors

Refrigeration

- Ice machines
- Freezers/coolers - cafeterias & labs

Indoor Air Quality (IAQ)

- Air filtration - filters & maintenance
- Internal air duct inspection (robot)
- Air duct cleaning & sanitation
- Ultraviolet lighting
- Photo-catalytic filtration
- Dust collection & exhaust

Pumps and Valves

- Routine maintenance
- Chilled/condenser water valves
- Annual stop inspection
- Major & minor repair work
- Vibration analysis
- Alignment
- Controls
- Complete turnkey retrofits

Fabrication/Modification

- Explosion proofing Class I, Division II
- Weather proofing
- Structural skids & protective coatings
- Custom designed air handling systems & pressurization
- Packaged central plants
- Custom fabrication/modification

Industrial Plant Services

- Unitary HVAC Comfort Cooling
- Process Absorption Chillers
- Process Ammonia Chillers
- Process Centrifugal, Scroll and Screw Chillers
- Compound and Cascade Systems
- Multi-stage Centrifugal Systems (nominal and low pressure)
- Cooling Tower Repair
- Multi-stage Gas Compression

OEM Benefits

- We coordinate with National Trane to support you and your needs
- Firm and/or expedited delivery schedules
- Packaging with value added services/rebates
- Issue(s) or problem resolution
- Technical assistance (factory direct)
- Awareness of latest equipment and controls upgrades/updates
- OEM exclusive distributor and Trane Warranty Service Provider

Full Service Provider Benefits

- Energy solutions achieves greater value received yielding sustainable future value
- Increased coordination and tighter control through engineered systems integration
- Reduced operating costs
- Reduced downtime cost man hours spend by owner in oversight
- Extensive amount of expertise, knowledge, and experience; making Hunton Services a true full-service turnkey solutions and service provider



Huntton Services

SERVICE AGREEMENT
Choice Facilities Partners #14/021JN-05
MECHANICAL SERVICES
SCHEDULED MAINTENANCE



Texas City

 **EST. 1911**

City of Texas City – Criminal Justice Center

Texas City, TX

8/26/21

Authorized Warranty Service
TACLA009290C - MPL38267



Air Conditioning Heating Plumbing Refrigeration Ventilation Controls

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Agreement

**HEATING, VENTILATION, and AIR CONDITIONING (HVAC)
SCHEDULED MAINTENANCE**

Hunton Services will provide complete maintenance services for the equipment listed in section "B" below, *Equipment Covered*. All work will be performed during normal working hours unless otherwise indicated in the *Terms and Conditions* section of this agreement.

To accomplish the proper maintenance on the listed equipment, Hunton Services will utilize factory-trained technicians. The tasks outlined in the maintenance schedules will be performed in accordance with the guidelines set forth by the equipment manufacturers.

Agreement performance shall be completed and submitted to the owner or representative after each inspection. Recommendations, if any, will be listed and should be considered to reduce overall operating costs and/or improve equipment performance. Operating instruction will be provided on applicable equipment during schedule inspections.

A. Scope of Services Provided

MECHANICAL SERVICES SCHEDULED MAINTENANCE (PM)

This agreement is for Scheduled Maintenance services to be provided for the equipment referenced herein as identified under "Equipment Covered" below. Scheduled Maintenance coverage provides for annual and maintenance inspections on the equipment identified in this agreement. The Scheduled Maintenance program includes 4 inspections per year: 3 scheduled inspections and 1 annual inspection per year. **(Excludes Refrigerant)**

Equipment List

Coverage	Tag	Manuf	Model	Serial
PM	CH-1	Trane	CGAM080F	U13J38902
PM	CH-2	Trane	CGAM080F	U13J38901
PM	AHU1	Trane	-	-
PM	AHU2	Trane	-	-
PM	AHU3	Trane	-	-
PM	AHU4	Trane	-	-
PM	AHU5	Trane	-	-
PM	AHU6	Trane	-	-
PM	AHU7	Trane	-	-
PM	AHU8	Trane	-	-
PM	EF1	-	-	-
PM	EF2	-	-	-
PM	EF3	-	-	-
PM	EF4	-	-	-
PM	EF5	-	-	-
PM	EF6	-	-	-
PM	EF7	-	-	-
PM	EF8	-	-	-
PM	EF9	-	-	-
PM	EF10	-	-	-
PM	EF11	-	-	-
PM	EF12	-	-	-
PM	EF13	-	-	-
PM	EF14	-	-	-
PM	SF1	-	-	-
PM	SF2	-	-	-
PM	SF3	-	-	-
PM	SF4	-	-	-
PM	CHP1	TACO	-	-
PM	CHP2	TACO	-	-
PM	HWP1	TACO	-	-
PM	RH1	-	-	-
PM	RH2	-	-	-
PM	B-1	Rite	-	-

Payment Terms

1. The term of this agreement is for three (3) year(s). The total price for this agreement is payable in quarterly payments per the schedule below, net thirty (30) days from invoice date. Authority is hereby given to furnish additional labor or materials that may be required for items not covered under this agreement. **(Not to exceed \$500.00 per service call without customer approval).**
Year 1 – 4 quarterly payment(s) of \$7,005.60
Year 2 – 4 quarterly payment(s) of \$8,090.91
Year 3 – 4 quarterly payment(s) of \$7,577.25
2. The agreement shall become effective upon the date of acceptance by the purchaser or by the seller, whichever is the latter and shall remain in effect for term of contract from such date and shall be deemed to be automatically renewed thereafter for continuous consecutive yearly periods unless this agreement be otherwise terminated or changed by either parties as permitted under the general conditions.
3. All work and services covered by the Agreement will be done during normal working hours between 7:30 AM and 4:00 PM, Monday through Friday, except for legal holidays. Emergency service and repairs are available on 24 hours per day, seven days per week and will be invoiced separately at the preferential service agreement rates.
4. Taxes have not been included in this quote and will be billed extra when applicable.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT:

Submitted by: _____



Jose Duron, Service / Solution Sales
Hunton Services – 5622 Luce St, Houston, TX

CUSTOMER ACCEPTANCE

By: _____

Title: _____

Company: _____

Acceptance Date: _____

Start Date: _____

Billing Information (Please indicate where to send invoices and a contact name)

Company: _____

Attention (Name): _____

Title: _____

Address: _____

City, State, Zip: _____

Special Invoice Instructions? _____

Terms and Conditions

GENERAL:

This Service Agreement, together with all documents contained herein, shall constitute the entire Agreement between Hunton Services, hereafter referred to as "The Company" and customer and may not be modified, amended, without the express written consent of an officer of The Company.

Customer acknowledges the complexity and expense of any air conditioning and refrigeration equipment as well as the need for specially trained and qualified personnel to service and/or repair such equipment. Therefore, to reduce the risk of damage, the customer agrees not to contract any other service company to perform service on the equipment covered by a Select Service Agreement without the expressed written permission of The Company.

PAYMENT:

Service agreements are billed in advance and payment is due within 30 days of invoice date. If payments are past due, the company reserves the right to suspend all services and coverages under this agreement. The Company may cancel this agreement for delinquency and in the event collection action is taken, the company reserves the right to add a surcharge of 1½ % of the principal per month. Should legal action be required to enforce payment for monies due from the customer, the customer agrees to pay reasonable attorney's fees and court costs.

COVERAGE:

The Company shall provide the services described in this Agreement with respect to the listed Equipment with reasonable promptness in a workmanlike manner in accordance with industry standards generally applicable in the area. The Company may at its discretion either replace or repair faulty equipment.

EXCLUSIONS:

Unless specifically noted otherwise in the agreement, the following items are not covered:

- a) Any repairs or service covered by mechanical insurance.
- b) Any and all special alterations or provisions necessary to facilitate safe access to service or repair of unit, including, but not limited to, special rigging, cranes and/or rental equipment if required.
- c) Repairs for damages due to acts of God, including but not limited to fire, floods, wind

damage, freezing, wars, vandalism, strikes, force of nature.

- d) Any loss consisting of, caused by, contributed to, or aggravated by rust, mold, mildew, fungus, wet or dry rot and any resulting loss is always excluded under this contract, however caused.
- e) Repairs for damages due to corrosion, erosion, and deterioration, including but not limited to corrosion relating to equipment installation in corrosive (marine, industrial) environments, regardless of equipment age.
- f) Any responsibility for the identification, detection, or removal/abatement of asbestos related materials.
- g) Repairs for damages due to misuse, abuse, negligence, misapplication or other causes beyond the company's control.
- h) Items not mechanically maintainable such as casings, cabinets and supports. Non-standard modifications or enclosures such as explosion-proofing, theft-proofing, etc. may require additional labor for maintenance and repairs, to be billed at the company's prevailing preferred customer service rates.
- i) Troubleshooting or repairs to controls communications wiring.
- j) Unless specifically listed, all devices not an integral part of the equipment including but not limited to any component upstream of unit's starter such as conductors, transformers, fuses, disconnects, circuit breakers, flow switches, fire/ smoke detectors, building automation/temperature control systems, high-voltage starters and/or switchgear etc.
- k) Unless specifically listed, all Variable/Adaptive Frequency Drives (VFDs/AFDs).
- l) Unless specifically listed, all control devices not an integral part of the equipment including but not limited to flow switches, smoke and fire stats, building automation systems, etc, or any damage done by these devices.
- m) Repairs or replacement of combustion chambers, burners, heat exchangers, flues, chimneys, ductwork, dampers, insulation, steam lines, water lines, gas lines, condensate lines, evaporator and condenser heat transfer surfaces, including tube, coils and chiller barrels.
- n) Repairs for damages caused by the electric utility service, electrical connection maintenance or any power related issues.
- o) Modifications or alterations of existing equipment due to requirements of governmental, regulatory, or insurance agencies.
- p) Any parts not available due to obsolescence

Terms and Conditions

LIMITED LIABILITY:

The Company shall not under any circumstances be liable for personal injury, breakage, loss or damage to the equipment or property unless such loss or damage is caused solely by the negligent acts of omission or commission by The Company's employees or subcontractors.

Neither party to this agreement shall hold the other responsible for any consequential damages such as, but not limited to, loss of revenue or loss of any use of equipment.

INDEMNIFICATION:

Both parties shall indemnify, defend, and hold each other harmless from any and all claims, actions, costs, damages, and liabilities resulting from death or bodily injury or damage to property of the other or other persons, unless such losses result from the sole negligence or misconduct of their respective employees or agents in connection with their duties pursuant to this agreement.

CONDITIONS:

The customer will provide timely and reasonable means of access to all equipment covered by this agreement and will allow the company the right to start and stop all primary equipment incidental to the mechanical system as necessary to perform its duties. Failure to do so by customer may result in loss of coverage.

This agreement assumes that the equipment listed has been properly maintained and is in operating condition at the time of acceptance of this offer. Following the first inspection, The Company shall report to the customer any deficiencies or repairs necessary to the equipment. If such repairs are not done, The Company reserves the right to adjust the coverage accordingly.

The agreement shall commence on the start date indicated by both parties and shall remain in effect for term of agreement and shall be deemed continuously renewed yearly unless either party gives written notice of termination as defined below.

CANCELLATION: Either party may cancel during the contract period by giving the other party 30 day written notice sent by certified mail. Customer agrees to pay The Company the greater of the amount of the contract balance due to date of effective cancellation or the cost for all work performed to date of cancellation billable at current Published Time & Material non- contract rates, not to exceed the balance of the annual contract amount.

SUCCESSORS:

This Contract and each provision of it shall operate to the benefit of the parties and to their respective successors in interest, legal representatives and assigns.

SEVERABILITY:

Should any of the qualifications, terms or conditions set forth heretofore and hereafter, be contrary to, prohibited by, or be held invalid under applicable laws or court of law having jurisdiction, in that event, such provisions shall be considered inapplicable and omitted, but shall not invalidate any remaining provisions.

GOVERNING LAWS:

This shall be construed as an agreement in accordance with the laws of the State of Texas. Texas State licenses TACLA009290C. Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.license.state.tx.us.

AHU and Fan Scope

This program describes the basic Scheduled maintenance procedures that will be performed by HUNTON SERVICES. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

SCHEDULED MAINTENANCE

- Inspect coil conditions.
- Lubricate fan and motor bearings as necessary.
- Inspect bearing and motor mounting.
- Log motor operating voltage and amperage.
- Tighten electrical connections as necessary.
- Inspect and adjust belt tension as necessary.
- Inspect condensate drain pan and drain line.
- Inspect drive sheaves. Tighten set screw(s) as required.
- Rotate the fan wheel and check for obstructions in the fan housing.
- Inspect unit for unusual noise or vibrations. Recommend action as necessary.

ANNUAL SERVICES

- Provide material and labor to replace belts 1 time per year. **(Overtime not included)**
Additional changes will be billed to customer on a T&M basis.

Written Report (Daily Timesheet)

- Provided to customer representative following each regular inspections or emergency call.



Boiler Scope

This schedule describes the basic Scheduled maintenance procedures that will be performed by HUNTON SERVICES. These procedures comply with all EPA regulations and Hunton Services Safety Procedures regarding maintenance of air conditioning/heating equipment and systems.

ANNUAL MAINTENANCE

- Inspect relief valve.
- Inspect water temp sensors.
- Wire brush and repaint exhaust gas chamber with corrosion resistant paint.
- Pull and clean main burner assembly.
- Replace flame sensor.
- Test safeties and control points.
- Clean boiler internally and externally. Touch up paint as needed.
- Check wiring and tighten all connections.
- Clean and inspect permanent filter.
- Inspect boiler mounted circulation pump.
- Flush boiler water chamber to remove any sediment.
- Leak check gas lines and assy.
- Inspect gaskets.
- Perform a combustion analysis and adjust as needed.
- Pull and clean hot water loop strainer.

SCHEDULED MAINTENANCE

- Inspect relief valve operation
- Inspect gaskets
- Inspect the pressure relief valve.
- Inspect all operating controls for proper operation.
- Report any deficiencies to customer



Trane CGAM Chiller Scope

This scope describes the scheduled maintenance procedures that will be performed by HUNTON SERVICES. These procedures comply with all EPA regulations and Hunton Services Safety Procedures regarding maintenance of air conditioning/heating equipment and systems.

ANNUAL MAINTENANCE

- Complete operating logs before and after annual.
- Inspect, clean and wipe control panels.
- Clean and paint touch-up (original manufacturers color) on compressors.
- Clean pad underneath and around chiller.
- Perform chiller refrigerant leak check using soap or an electronic leak detector.
- Check the oil level and refrigerant charge. Routine changing of oil is not required. Compressor oil level should be clearly visible within the sight glass when the compressors are off.
- Check the evaporator and condenser refrigerant pressures in the Refrigerant Report menu of the CH530 display.
- Verify that compressor oil sump heaters are connected tightly around the compressor
- Check the electronic expansion valve sight glasses. *Important: A clear sight glass alone does not mean that the system is properly charged. Also check the system superheat, subcooling and unit operating pressures.*
- Inspect all piping components for leaks and damage.
- Inspect and calibrate safety controls.
- Meg compressor motor and record data.
- Manually rotate the condenser fans to ensure that there is proper clearance on the fan shroud openings. Inspect the entire system for unusual conditions.
- Check-tighten control panel terminals.
- Clean evaporator protection strainer
- Inspect IFM and immersion heater operation.
- Check operation of condenser fan(s).
- Provided to customer representative daily updates on progress.
- Report any uncorrected deficiencies.
- Provide operating logs to customer and office.

OPTIONAL ANNUAL SERVICES

- Water wash Microchannel coils 1 time(s) per year. **(Overtime not included)** Additional cleaning will be billed to customer on a T&M basis
- Oil analysis for acid content and moisture. Samples to be taken 1 time(s) per year. **(Overtime not included)** Additional samples will be billed to customer on a T&M basis. Use Trane Oil Testing Kit KIT06815 only for testing lubricating oil.



Trane CGAM Chiller Scope

SCHEDULED MAINTENANCE

- Verify that compressor oil sump heaters are connected tightly around the compressor.

- Check the operating pressures and temperatures. Check the evaporator and condenser refrigerant pressures in the Refrigerant Report menu of the CH530 display. Pressures are referenced at sea level (14.6960 psia).

- Check the electronic expansion valve sight glasses. Important: A clear sight glass alone does not mean that the system is properly charged. Also check the system superheat, subcooling and unit operating pressures.

- Report any deficiencies.

- Provide operating logs to customer and office.

- Visual inspection of condenser coil(s)

Exhaust Fan Scope

This program describes the basic Scheduled maintenance procedures that will be performed by HUNTON SERVICES. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

ANNUAL MAINTENANCE

- Inspect drive sheaves and if needed tighten set screws.
- Inspect belt alignment and tension.
- Lubricate fan and motor bearings as required.
- Inspect bearing and motor mounting.
- Tighten electrical connections.
- Inspect motor operating voltage and amperage.
- Inspect the control and power box wiring for secure connections and insulation.
- Rotate the fan wheel and check for obstructions in the fan housing.
- Check unit for unusual noise or vibration.
- Inspect unit casing for corrosion.

SCHEDULED MAINTENANCE

- Check and adjust belt tension.
- Lubricate fan and motor bearings as required.
- Inspect bearing and motor mounting.
- Inspect motor operating voltage and amperage.
- Check unit for unusual noise or vibration.



Pump Scope

This schedule describes the basic Scheduled maintenance procedures that will be performed by HUNTON SERVICES. These procedures comply with all EPA regulations and Hunton Services Safety Procedures regarding maintenance of air conditioning/heating equipment and systems.

ANNUAL MAINTENANCE

- Lubricate pump bearings per manufacturer's recommendations.
- Lubricate motor bearings per manufacturer's recommendations.
- Tighten all nuts and bolts. Inspect motor mounts and vibration pads.
- Visually inspect pump alignment and coupling.
- Inspect motor operating conditions.
- Inspect electrical connections and conductors.
- Inspect operation of isolation valves.
- Visually inspect mechanical seals or pump packing.
- Measure and record amp draws and pump pressures.
- Provided to customer representative daily updates on progress.
- Report any deficiencies.
- Provide operating logs to customer and office.

SCHEDULED MAINTENANCE

- Lubricate pump bearings per manufacturer's recommendations.
- Lubricate motor bearings per manufacturer's recommendations.
- Inspect suction and discharge pressures.
- Visually inspect packing or mechanical seals.
- Inspect motor voltage and amperage.
- Provided to customer representative daily updates on progress.
- Report any deficiencies.
- Provide operating logs to customer and office.



VFD Scope

This schedule describes the basic Scheduled maintenance procedures that will be performed by HUNTON SERVICES. These procedures comply with all EPA regulations and Hunton Services Safety Procedures regarding maintenance of air conditioning/heating equipment and systems.

ANNUAL MAINTENANCE

- Check-tighten electrical connections.
- Verify proper operation of drive.
- Check drive for proper response to control signal.
- Check entering and leaving amperages and voltage.
- Clean fans and filters
- Clean heat-transfer plates.
- Provide Annual Condition Report

SCHEDULED MAINTENANCE

- Check-tighten electrical connections.
- Verify proper operation of drive.
- Check drive for proper response to control signal.
- Check entering amperages and voltage.
- Check leaving amperages and voltage.

Written Reports

- Provided to customer representative daily updates on progress.
- Report any deficiencies.

- Provide operating logs to customer and office.



High Performance Buildings for Life

City of Texas City Service Proposal

Choice Contract # 14/021JN-05

Authorized Warranty Service
TACLA009290C
MPL38267



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Houston, TX 77087

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customerservice@huntongroup.com
www.huntonservices.com



Quote No. QUO-42984-G4K4R9
Date: 7/25/2021

To: City of Texas City
1004 9th Avenue North
Texas City, TX 77590

Choice Contract # 14/021JN-05

Glenn Riske,

As the Trane™ Company's authorized service provider for southeast Texas, we are pleased to offer the following proposal:

Summary: The BCU, UPCM's and PCM's that is installed at your facility are in Trane legacy status and have not been in production for many years and part are no longer available for direct replacement. The BCU replacement is a web-based controller, the Tracer Synchrony. The replacement for UPCM's and PCM's are Trane BACnet controllers.

Scope of work:

- Provide labor and material to upgrade the Tracer Summit system to Trane Synchrony with a communication bridge.
 - Trane Synchrony is a web-based controller and replaces the BCU and Summit or any PC software is no longer necessary. Trane Synchrony is an open protocol controller that communicates BACnet and LON. The Comm3/4 Bridge will allow communications between Synchrony and the Comm3/4 devices.
 - Provide 3-year Software Maintenance Plan (SMP) license.
- Provide labor necessary to program the Tracer Synchrony controller to match the existing programming in Tracer Summit.
- Provide programming labor to setup and configure Tracer SC+ network controllers to utilize built-in energy conservation measures like static pressure optimization and discharge air reset, etc. For more detail, refer to page 19 of attached Tracer SC+ Product Catalog.
- Provide labor to program the bridge to integrate the proprietary Comm4 terminal boxes.
- Provide labor and materials to replace the legacy UPCM and PCM Controllers.
 - Remove existing (3) legacy UPCM's and (3) existing PCM controllers and replace with Trane BACnet controllers.
 - Program controllers to match existing programming.
- Provide Hunton standard air distribution graphics and updated thermal graphics based on existing graphics in Summit.
- Provide labor to program Tracer Synchrony to e-mail or SMS text to customer designated personnel.
- Customer to provide static IP address on customer LAN and ensure port 443 is open to allow secure access to the site.
- Provide (4) hours training on Tracer Synchrony.

Total price for labor and materials for above scope\$50,779.00



Exclusions:

1. The price does not include sales tax unless specifically stated below. Taxes will be billed in addition at the time of job completion unless Hunton Services is furnished a Tax Exemption Certificate.
2. This quotation is based on straight time labor unless indicated otherwise.
3. Any additional work not covered by the scope of this proposal will require written authorization by the customer before Hunton Services can proceed.
4. Water Treatment is not included.
5. Temporary Cooling is not included.
6. Building Automation or Controls are not included unless specified above.
7. All freight charges incurred by Hunton Services will be billed with a 15% surcharge.
8. This proposal is firm for thirty (30) days unless stated otherwise.
9. See 'Construction Terms and Conditions' for terms and conditions of sale.

Jose Duron

Business Development
5622 Luce St., Houston, TX 77087
Office: 713-643-8336
Mobile: (713)252-8065
Email: JDuron@huntingroup.com



High Performance Buildings for Life

The proposal and the terms and conditions contained herein are accepted and Hunton Services is authorized to proceed with the work.

Customer: _____
By: _____
Title: _____
Date: _____
P.O. Number: _____



CONSTRUCTION TERMS & CONDITIONS

Acceptance: A proposal made upon these terms is subject to acceptance within thirty days from date and the prices are subject to change without notice prior to acceptance by Customer. Any rebate from CenterPoint Energy has been accounted for in the price of this proposal; therefore, Hunton Services will retain any rebate funds. If your order is an acceptance of a written proposal on a form provided by Hunton Services, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Hunton Services' offer, subject to credit approval, to provide the goods and/or Work solely in accordance with the following terms and conditions of sale.

Exclusions from Work: Hunton Services' obligation is limited to the Work as defined and does not include any modifications to the Premises under the Americans with Disabilities Act or any other law or building code(s).

Construction Procedures: Hunton Services shall supervise and direct the Work using its best skill and attention and have exclusive control over construction means, methods, techniques, sequences and procedures.

Payment Terms: Customer shall pay Hunton Services invoices within net thirty (30) days of invoice date. Hunton Services may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Hunton Services, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. If payment is not received as required hereby, Hunton Services may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Hunton Services for all reasonable shutdown, standby and start-up costs as a result of the suspension. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by Hunton Services in attempting to collect amounts due and otherwise enforcing these terms and conditions.

Time For Completion: Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Hunton Services, all dates provided by Hunton Services or its representatives for commencement, progress or completion are estimates only. While Hunton Services shall use commercially reasonable efforts to meet such estimated dates, Hunton Services shall not be responsible for any damages for its failure to do so.

Access: Hunton Services and its contractors or subcontractors shall be provided access to the Premises during regular business hours, or such other hours as may be requested by Hunton Services and acceptable to the Premises' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Hunton Services' access to correct any emergency condition shall not be restricted.

Permits and Governmental Fees: Hunton Services shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from Hunton Services' subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Utilities during Construction: Hunton Services shall be provided without charge all water, heat, and utilities during performance of the Work.

Concealed Or Unknown Conditions: In the performance of the Work, if Hunton Services encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Hunton Services shall notify Customer of such conditions promptly, prior to significantly disturbing the same. If such conditions differ materially and cause an increase in Hunton Services' cost of, or time required for, performance of any part of the Work, Hunton Services shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both. Any loss contributed to, or aggravated by rust, mold, fungus, wet or dry rot and any resulting is always excluded under this contract however caused.

Asbestos and Hazardous Materials: Hunton Services' Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Hunton Services, there are no Hazardous Materials on the Premises that will in any way affect Hunton Services' Work and Customer has disclosed to Hunton Services the existence and location of any Hazardous Materials in all areas within which Hunton Services will be performing the Work. Should Hunton Services become aware of or suspect the presence of Hazardous Materials, Hunton Services may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to

correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims.

Including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Premises, not brought onto the Premises by Hunton Services. Hunton Services shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Hunton Services be obligated to transport or handle Hazardous Material, to provide any notices to any governmental agency, or to examine the Premises for the presence of Hazardous Materials.

Conditions Beyond Control Of Parties: If Hunton Services shall be unable to carry out any material obligation under this Agreement due to events beyond its control, such as acts of God, governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, or explosions, this Agreement shall at Hunton Services' election (i) remain in effect but Hunton Services' obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Hunton Services for all parts of the Work furnished to the date of termination. Any loss consisting of, caused by, contributed to, or aggravated by rust, mold, fungus, wet or dry rot, and any resulting loss in always excluded under this contract, however caused.

Customer's Breach: Each of the following events or conditions shall constitute a breach by Customer and shall give Hunton Services the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to Hunton Services for all Work furnished to date and all damages sustained by Hunton Services (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice therefor; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.

Indemnification: Hunton Services and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. However, neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. Notwithstanding any contrary provision, neither party shall be liable to the other for any special, incidental, consequential or punitive damages.

Workmanship And Equipment Warranty: Hunton Services warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), Trans equipment installed hereunder and Work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in Trans' catalogs and bulletins; substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended use or the date that Customer receives beneficial use of the Work. For Trans equipment not installed by Hunton Services, the Warranty Period is the lesser of 12 months from initial start-up or 18 months from the date of shipment. If such defect is discovered within the Warranty Period, Hunton Services will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatever shall attach to Hunton Services until said equipment and Work have been paid for in full and then said liability shall be limited to Hunton Services' cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Hunton Services' warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by Hunton Services, improper operation, or normal wear and tear under normal usage. Hunton Services shall not be obligated to pay for the cost of lost refrigerant.

THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL HUNTON SERVICES BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

Assignment: Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Hunton Services. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

Complete Agreement: This Agreement shall constitute the entire Agreement between both parties and this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Hunton Services is a signatory thereon.

Governing Laws: This shall be construed as an agreement in accordance with the laws of the State of Texas, Texas license TACLA00929C, Regulated by The Texas Department of Licensing and Registration, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202.



Chillers: Air & Water Cooled

- Routine maintenance/Coil cleaning
- Complete turnkey replacements
- Vibration & oil analysis
- Eddy current testing
- Controls
- Routine operations log
- Annual stop inspection
- Tube brushing
- Major & minor repair work

Air Handling Units

- Complete Refurbishment vs Replacement
- Maintenance/Coil cleaning
- Alignment & vibration analysis
- Annual stop inspection
- Drain line & P-trap maintenance
- Major & minor repair work
- Annual pressure wash
- Complete turnkey retrofits

Air Distribution

- Variable air volume (VAV) maintenance
- All air handler types (AHU) R&M
- Fan coil repair & maintenance
- Laboratory fume hoods
- Spot coolers
- Complete turnkey retrofits

Plumbing

- Pipe Fabrication and Installation
- Water Efficiency Retrofits
- Service and Repairs
- Maintenance
- Preventative Maintenance
- Backflow Prevention
- Boiler Maintenance

Cooling Towers

- Routine maintenance
- Major & minor repair work/cleaning
- Annual stop inspection
- Vibration analysis
- Alignment
- Controls
- Complete turnkey retrofits

Building Automation Systems

- Open protocol, Internet based systems
- Connected buildings through fiber optics
- Hunton Smart Services
- Complete turnkey retrofits
- Building automation systems R&M
- Internet remote access
- Building control units (BCU)
- Thermostats/sensors
- Digital electronic/pneumatic
- Software programming
- Variable frequency drives (VFD)
- Retro-commissioning
- Energy management services

Rental Services

- Rental chillers
- Air conditioning units w/electric heat
- Portable air conditioning units
- Air handling units
- Cooling towers
- Diesel generators
- Transformers, pumps, flexible duct & hose
- Heaters, humidifiers & compressors

Refrigeration

- Ice machines
- Freezers/coolers - cafeterias & labs

Indoor Air Quality (IAQ)

- Air filtration - filters & maintenance
- Internal air duct inspection (robot)
- Air duct cleaning & sanitation
- Ultraviolet lighting
- Photo-catalytic filtration
- Dust collection & exhaust

Pumps and Valves

- Routine maintenance
- Chilled/condenser water valves
- Annual stop inspection
- Major & minor repair work
- Vibration analysis
- Alignment
- Controls
- Complete turnkey retrofits

Fabrication/Modification

- Explosion proofing Class I, Division II
- Weather proofing
- Structural skids & protective coatings
- Custom designed air handling systems
- & pressurization
- Packaged central plants
- Custom fabrication/modification

Industrial Plant Services

- Unitary HVAC Comfort Cooling
- Process Absorption Chillers
- Process Ammonia Chillers
- Process Centrifugal, Scroll and Screw Chillers
- Compound and Cascade Systems
- Multi-stage Centrifugal Systems (nominal and low pressure)
- Cooling Tower Repair
- Multi-stage Gas Compression

OEM Benefits

- We coordinate with National Trane to support you and your needs
- Firm and/or expedited delivery schedules
- Packaging with value added services/rebates
- Issue(s) or problem resolution
- Technical assistance (factory direct)
- Awareness of latest equipment and controls upgrades/updates
- OEM exclusive distributor and Trane Warranty Service Provider

Full Service Provider Benefits

- Energy solutions achieves greater value received yielding sustainable future value
- Increased coordination and tighter control through engineered systems integration
- Reduced operating costs
- Reduced downtime cost man hours spend by owner in oversight
- Extensive amount of expertise, knowledge, and experience; making Hunton Services a true full-service turnkey solutions and service provider



**HIGH PERFORMANCE
BUILDINGS FOR LIFE**



Texas City
EST. 1911

Texas City Criminal Justice Center

1004 9th Avenue North
Texas City, TX 77590

Choice Contract # 14/021JN-05

Building Performance Controls Maintenance Proposal

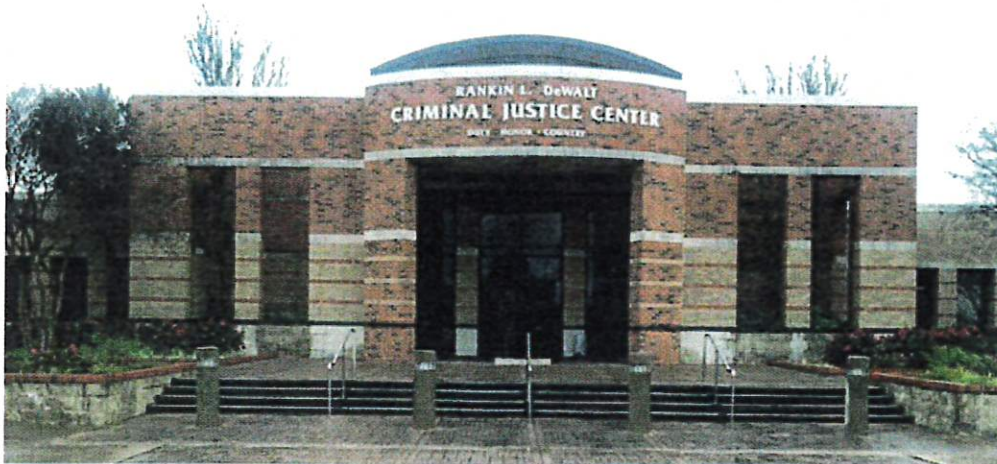
July 25th, 2021



AUTHORIZED WARRANTY DEALER
TACLA009290C | MPL38267

EXECUTIVE SUMMARY

Texas City Criminal Justice Center



Hunton Services has prepared this Building Performance Controls Maintenance proposal based on the unique needs of Truluck's Ocean's Finest Seafood & Crab.

Today's built environment requires smarter technology that makes it easier for you to more efficiently manage your buildings. Our technology provides an intuitive, web-based platform that gives you the power and flexibility to reduce energy and operational costs, improve your indoor environment, as well as leaving a smaller environmental footprint.

KEY BENEFITS:

- Preserves present and future investments in your BAS
- Identifies issues and provides corrective action
- Potentially identifies other mechanical / electrical system issues
- Reduces the risk of costly system downtime and operational interruptions
- Increases energy efficiency
- Reduces energy costs
- Increases system life cycle and ROI
- Increases the performance of mechanical / electrical systems
- Eliminates risk of system obsolescence

SMART SERVICES

Texas City Criminal Justice Center



BUILDING ANALYTICS (BA)

Extend the Life of Building Control Equipment

Building automation and energy management systems are a major investment, and we understand how important it is to building owners and operators that the investment proves to be worth the cost. The longer a system continues to operate at peak efficiency, the more overall value that system provides during its life cycle. One of the ways Hunton Services provides added value to your Building Automation System (BAS) is by implementing Building Analytics. Our advanced algorithms run continuously and capture data from each piece of integrated equipment within your facility. This information is then transformed into a Building Analytic Report that pinpoints improvement areas and identifies deficiencies.

MAN IN ATTENDANCE (MIA)

Consistency & Accountability Offer Better Control

The benefits and potential savings provided by a scheduled maintenance strategy have been proven to help facility owners and operators gain better control of their systems, establish more efficient equipment sequences, provide a fixed budget, and reduce overall operating costs. With one of our experienced professional technicians maintaining your BAS, you can focus on your business with the peace of mind knowing that your system is performing optimally. Our technician will use your Building Analytic Report to assess what changes or repairs need to be made to the system.

UNLIMITED REMOTE SUPPORT (URS)

Increased Visibility & Accessibility Help Reduce Costs

Sending a technician to your facility, while sometimes necessary, can be cumbersome for certain issues that can be resolved remotely. Our Facility Analysts can remotely perform basic system diagnostics to troubleshoot and fix issues without having to dispatch a technician. When our team services and maintains your system remotely, it saves you time and money.

LIVE REMOTE INSPECTIONS (LRI)

Streamline the Maintenance of Your Building

Managing a building is not a task that can be done by a single person. In today's built environment, there are many systems to maintain and you are going to need a multitude of technicians and experts to help you keep your systems operating at full their capacity. With Live Remote Inspections, one of our Facility Analysts will log into your system quarterly (4 times a year) and provide a Deficiency Report based on the conditions of that day.

SOFTWARE MAINTENANCE AGREEMENT (SMA)

Keep Your System Updated With the Latest Technology

Most building automation systems have been moved to web-enabled platforms, which allow end users to operate from web browsers on any PC or mobile device. This type of technology allows increased visibility and accessibility of the systems to building owners and operators.

THE CHALLENGE

When new software is installed in a system, its controllers are limited to the technology available at the time of the software's release. Changes to the BAS environment can occur that have nothing to do with the system itself, but are triggered by updates to other aspects like the web browser. Over time, these changes can negatively affect the efficiency of system operation and the display of system data to the operator. Security issues can also arise as older versions prove to contain vulnerabilities, causing a potential exposure of data to unauthorized users.

OUR SOLUTION

The solution is a Software Maintenance Agreement (SMA) that keeps all software current and backed up on our secure server. As systems are enhanced over time and other functions and capabilities are addressed, the system's productivity increases along with ease of use for something as simple as reporting and logging system data.

Due to the radical and continuous advancement of the technology used in our built environments, the BAS software on your network level and unitary level controllers need to stay updated to maintain compatibility, security, and productivity.



SCOPE OF SERVICES



TIER 2 PACKAGE INCLUDES:

Live Remote Inspection
Man in Attendance
Unlimited Remote Support
Software Maintenance Agreement

LIVE REMOTE INSPECTIONS (LRI)

With Live Remote Inspections, one of our Facility Analysts will log into your system quarterly (four times a year) and provide a Deficiency Report based on the conditions of that day.

MAN IN ATTENDANCE (MIA)

Provision for a service technician to make inspections, changes, and repairs based on the Live Remote Inspection Report and customer feedback.

UNLIMITED REMOTE SUPPORT (URS)

Provision for Remote Facility Analysts to access the site remotely to troubleshoot issues, make changes, and identify necessary repairs during normal business hours.

SOFTWARE MAINTENANCE AGREEMENT (SMA)

Onsite technician will back up and upgrade the Tracer SC to the latest version annually. Software Maintenance Plan is required and was included in the upgrade proposal.

CLARIFICATIONS & EXCEPTIONS:

- Connectivity requires connection to customer's network on the subnet, where the BAS resides, and open, outbound ports to the designated Trane IP address.
- Improvement recommendations (i.e. repairs, replacements, or major reprogramming) outside of this scope of preventive maintenance will be quoted separately.
- Customer requested changes to system structure, graphics, or for equipment additions/deletions will be quoted separately.

PRICING & ACCEPTANCE

Texas City Criminal Justice Center



PRICING

Customer agrees to pay the price(s) below to Hunton Services as consideration (the "Contact Price") for the Contracting Services outlined in this proposal.

This proposal will remain valid until December 31st, 2021, unless accepted by customer prior to this date.

TIER	OPTION DESCRIPTIONS	TERM	TOTAL CONTRACT PRICE	MONTHLY
2A	LRI with Deficiency Report, MIA, SMA, URS	3 yr.	\$31,021.56	\$861.71
2B	LRI with Deficiency Report, SMA, URS	3 yr.	\$14,476.68	\$402.13
	Choice Contract # 14/021JN-05			

ACCEPTANCE

This agreement is subject to Customer's acceptance of the Hunton Services Terms and Conditions (Service, Repair, and Maintenance Agreements) on page 7-8.

PROPOSAL ID: QUO-42986-Y7W9W2

PROPOSAL DATE: 07/25/2021

CUSTOMER ACCEPTANCE

Authorized Representative Signature

Printed Name and Title

Acceptance Date & Tier

Purchase Order

HUNTON SERVICES ACCEPTANCE

Authorized Representative Signature

Hunton Services

Company

Account Executive

Title

Acceptance Date & Tier

TERMS & CONDITIONS



GENERAL:

This Service Agreement, together with all documents contained herein, shall constitute the entire Agreement between Hunton Services, hereafter referred to as "The Company" and customer and may not be modified, amended, without the express written consent of an officer of The Company.

Customer acknowledges the complexity and expense of any air conditioning and refrigeration equipment as well as the need for specially trained and qualified personnel to service and/or repair such equipment. Therefore, to reduce the risk of damage, the customer agrees not to contract any other service company to perform service on the equipment covered by a Select Service Agreement without the expressed written permission of The Company.

PAYMENT:

Service agreements are billed in advance and payment is due within 30 days of invoice date. If payments are past due, the company reserves the right to suspend all services and coverages under this agreement. The Company may cancel this agreement for delinquency and in the event collection action is taken, the company reserves the right to add a surcharge of 1½ % of the principal per month. Should legal action be required to enforce payment for monies due from the customer, the customer agrees to pay reasonable attorney's fees and court costs.

COVERAGE:

The Company shall provide the services described in this Agreement with respect to the listed Equipment with reasonable promptness in a workmanlike manner in accordance with industry standards generally applicable in the area. The Company may at its discretion either replace or repair faulty equipment.

EXCLUSIONS:

Unless specifically noted otherwise in the agreement, the following items are not covered:

- a) Any repairs or service covered by mechanical insurance.
- b) Any and all special alterations or provisions necessary to facilitate safe access to service or repair of unit, including, but not limited to, special rigging, cranes and/or rental equipment if required.
- c) Repairs for damages due to acts of God, including but not limited to fire, floods, wind

damage, freezing, wars, vandalism, strikes, force of nature.

d) Any loss consisting of, caused by, contributed to, or aggravated by rust, mold, mildew, fungus, wet or dry rot and any resulting loss is always excluded under this contract, however caused.

e) Repairs for damages due to corrosion, erosion, and deterioration, including but not limited to corrosion relating to equipment installation in corrosive (marine, industrial) environments, regardless of equipment age.

f) Any responsibility for the identification, detection, or removal/abatement of asbestos related materials.

g) Repairs for damages due to misuse, abuse, negligence, misapplication or other causes beyond the company's control.

h) Items not mechanically maintainable such as casings, cabinets and supports. Non-standard modifications or enclosures such as explosion-proofing, theft-proofing, etc. may require additional labor for maintenance and repairs, to be billed at the company's prevailing preferred customer service rates.

i) Troubleshooting or repairs to controls communications wiring.

j) Unless specifically listed, all devices not an integral part of the equipment including but not limited to any component upstream of unit's starter such as conductors, transformers, fuses, disconnects, circuit breakers, flow switches, fire/ smoke detectors, building automation/temperature control systems, high-voltage starters and/or switchgear.etc.

k) Unless specifically listed, all control devices not an integral part of the equipment including but not limited to flow switches, smoke and fire stats, building automation systems, etc, or any damage done by these devices.

l) Repairs or replacement of combustion chambers, burners, heat exchangers, flues, chimneys, ductwork, dampers, insulation, steam lines, water lines, gas lines, condensate lines, evaporator and condenser heat transfer surfaces, including tube, coils and chiller barrels.

m) Repairs for damages caused by the electric utility service, electrical connection maintenance or any power related issues.

TERMS & CONDITIONS



n) Modifications or alterations of existing equipment due to requirements of governmental, regulatory, or insurance agencies.

o) Any parts or software not available due to obsolescence or severance with 3rd party vendor for any reason.

LIMITED LIABILITY:

The Company shall not under any circumstances be liable for personal injury, breakage, loss or damage to the equipment or property unless such loss or damage is caused solely by the negligent acts of omission or commission by The Company's employees or subcontractors.

Neither party to this agreement shall hold the other responsible for any consequential damages such as, but not limited to, loss of revenue or loss of any use of equipment.

INDEMNIFICATION:

Both parties shall indemnify, defend, and hold each other harmless from any and all claims, actions, costs, damages, and liabilities resulting from death or bodily injury or damage to property of the other or other persons, unless such losses result from the sole negligence or misconduct of their respective employees or agents in connection with their duties pursuant to this agreement.

CONDITIONS:

The customer will provide timely and reasonable means of access to all equipment covered by this agreement and will allow the company the right to start and stop all primary equipment incidental to the mechanical system as necessary to perform its duties. Failure to do so by customer may result in loss of coverage.

This agreement assumes that the equipment listed has been properly maintained and is in operating condition at the time of acceptance of this offer. Following the first inspection, The Company shall report to the customer any deficiencies or repairs necessary to the equipment. If such repairs are not done, The Company reserves the right to adjust the coverage accordingly.

The agreement shall commence on the start date indicated by both parties and shall remain in effect for term of agreement and shall be deemed continuously renewed yearly unless either party gives written notice of termination as defined below.

CANCELLATION:

Either party may cancel during the contract period by giving the other party 30 day written notice sent by certified mail. Customer agrees to pay The Company the greater of the amount of the contract balance due to date of effective cancellation or the cost for all work performed to date of cancellation billable at current Published Time & Material non- contract rates, not to exceed the balance of the annual contract amount.

SUCCESSORS:

This Contract and each provision of it shall operate to the benefit of the parties and to their respective successors in interest, legal representatives and assigns.

SEVERABILITY:

Should any of the qualifications, terms or conditions set forth heretofore and hereafter, be contrary to, prohibited by, or be held invalid under applicable laws or court of law having jurisdiction, in that event, such provisions shall be considered inapplicable and omitted, but shall not invalidate any remaining provisions.

GOVERNING LAWS:

This shall be construed as an agreement in accordance with the laws of the State of Texas. Texas State licenses TACLA009290C. Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.license.state.tx.us.

HUNTON**SMART**SERVICES

WEB-ENABLED REMOTE ACCESS

BUILDING REPORT CARD

BUILT-IN ENERGY CONSERVATION MEASURES (ECMs)

SOFTWARE MAINTENANCE PLANS

PERPETUAL COMMISSIONING

REMOTE INSPECTIONS

BUILDING PERFORMANCE / DATA COMPARISON OVER TIME

ON-SITE AND REMOTE SUPPORT

UNLIMITED REMOTE SUPPORT CONTRACT OPTIONS

TEXAS A&M CONTINUOUS COMMISSIONING LICENSEE

HIGH PERFORMANCE BUILDINGS FOR LIFE

www.huntonservices.com

CONTACT US

SMART@huntongroup.com
(713) 643-8336

