

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

**AGREEMENT FOR HVAC SERVICES  
AT THE GEORGE FAMILY DEVELOPMENT CENTER  
PURSUANT TO TIPS CONTRACT NUMBERS 22010601 & 22010602**

THIS AGREEMENT is made and entered into by and between **Fort Bend County**, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, acting herein by and through its Purchasing Agent, according to V.T.C.A. LOCAL GOVERNMENT CODE §262.001(d), and **Star Service, Inc.**, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas, (hereinafter collectively referred to as "Parties.")

W I T N E S S E T H

**WHEREAS**, County desires that Contractor provide heating, ventilation, and air conditioning (HVAC) services, as will be described in more detail in this Agreement, at the George Family Development Center pursuant to The Interlocal Purchasing System (TIPS) Contract Numbers 22010601 & 22010602 (hereinafter "Services"); and

**WHEREAS**, Contractor represents that it is qualified and desires to perform such services;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

**Section 1. Scope of Services**

1.1 Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A), and incorporated by reference herein.

1.2 Any Services to be performed by Contractor for County must be scheduled at least two weeks in advance with the County's Facilities Maintenance Department, or as mutually agreed by the parties. The County's Facilities Maintenance Department may be contacted between the hours of 8:00 a.m. and 5:00 p.m., excluding County holidays or other County closures, at (281) 238-3565 concerning the scheduling of any Services.

## **Section 2. Personnel**

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

## **Section 3. Compensation and Payment**

3.1 Contractor's fees shall be calculated at the rates set forth in the Proposal, attached hereto as Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is One Hundred Ten Thousand Two Hundred Sixty-six and 0/100 dollars (\$110,266.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. Contractor may submit electronically via: [apauditor@fortbendcountytexas.gov](mailto:apauditor@fortbendcountytexas.gov). County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

## **Section 4. Limit of Appropriation**

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Hundred Ten Thousand Two Hundred Sixty-six and 0/100 dollars (\$110,266.00), specifically allocated to fully discharge any and all liabilities

County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Ten Thousand Two Hundred Sixty-six and 0/100 dollars (\$110,266.00).

## **Section 5. Modifications and Waivers**

5.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

5.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

5.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

## **Section 6. Termination**

6.1 Termination for Convenience

6.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

6.2 Termination for Default

6.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

6.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

6.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

6.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

6.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

6.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

#### **Section 7. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

#### **Section 8. Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

#### **Section 9. Insurance**

9.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

9.1.1 Workers' Compensation insurance. Substitutes to genuine Workers'

Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

9.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

9.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

9.1.4 Professional Liability insurance with limits not less than \$1,000,000.

9.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

9.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time that work under the Agreement is completed.

## **Section 10. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

## **Section 11. Confidential and Proprietary Information**

11.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect

to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

11.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

11.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

11.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

11.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any

information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

## **Section 12. Independent Contractor**

12.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

12.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

## **Section 13. Notices**

13.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

13.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	James Knight
	Director Facilities Management and Planning
	301 Jackson Street
	Richmond, Texas 77469



With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

Contractor: Star Service, Inc.  
7425 Major St.  
Houston, Texas 77061

13.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 13.1 and 13.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

13.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

13.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

#### **Section 14. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **Section 15. Performance Warranty**

15.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

15.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.



#### **Section 16. Assignment**

16.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

16.2 Neither party may delegate any performance under this Agreement.

16.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

#### **Section 17. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

#### **Section 18. Successors and Assigns**

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

#### **Section 19. Attorney's Fees**

County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.

#### **Section 20. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

## **Section 21. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

## **Section 22. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

## **Section 23. Certain State Law Requirements for Contracts**

The Contents of this Section are required by Texas Law and are included by County regardless of content.

23.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code. By signature below, Contractor verifies that Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

23.2 Texas Government Code Section 2251.152 Acknowledgement. By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

## **Section 24. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

## **Section 25. Conflict**

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

**Section 26. Entire Agreement**

This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

**Section 27. Human Trafficking**

BY ACCEPTANCE OF AGREEMENT, ATTORNEY ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

*{Remainder of page intentionally left blank}*

*{Execution page to follow}*

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives, to be signed to multiple counterparts. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. This Agreement to be effective on the date of full execution as indicated below.

FORT BEND COUNTY

STAR SERVICE, INC.

\_\_\_\_\_  
KP George

  
Authorized Agent – Signature

\_\_\_\_\_  
Date

Doug Fischer  
Authorized Agent – Printed Name

General Manager  
Title

ATTEST:

\_\_\_\_\_  
Laura Richard

2/2/2023  
Date

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract.

\_\_\_\_\_  
Robert E. Sturdivant, County Auditor

EXHIBIT A: Star Service, Inc.'s Proposal Number DMC121922  
Star Service, Inc.'s Proposal Number DMC121922A

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# EXHIBIT A

Star Service, Inc.'s Proposal Number DMC121922  
Star Service, Inc.'s Proposal Number DMC121922A



# Proposal

Proposal Date	Proposal Number	Customer #
January 31, 2023	DMC121922A	FBCM

BY AND BETWEEN:

Star Service, Inc.  
7425 Major St.  
Houston, TX 77061

AND

Fort Bend County  
301 Jackson St  
Richmond, Texas 77469

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

George Family Development Center, 500 Austin, Richmond, Texas 77469

We are pleased to offer this solution on the below referenced project. Our solution includes all labor, material, insurance and supervision to perform the following scope of work:

**This Contract is Negotiated Through the Interlocal Purchasing System (TIPS), ESC8, HVAC  
Contract # 22010601 / 22010602**

**Replace AHU & Condenser – Serving Two (2) Classrooms**

**Provide & Install One (1) New 15-Ton AHU & One (1) New 15-Ton Dual Circuit Condenser**

**Scope of Work:**

- Obtain the required City of Richmond Mechanical Permit as required
- Perform lockout/tagout to high voltage electrical circuit feeding existing condenser & air handler following NFPA 70E requirements
- Recover existing refrigerant from existing condenser into approved EPA containers & dispose per EPA regulated guidelines
- Remove the required T-bar ceiling in classroom required to access existing air-handler
- Remove existing temperature controls from existing air handler
- Remove refrigerant piping at existing condenser and air handler
- Remove existing condensate drain piping from air handler
- Provide the necessary crane, rigging & trucking to remove existing air handler, existing condenser & install new air handler & new condenser (Fort Bend County to pick-up old equipment from jobsite)
- Provide & Install One (1) New 15-Ton Trane Model # TTA180 2-Circuit Condenser
- Provide & Install One (1) New Trane Low Ambient Kit
- Provide & Install One (1) New Trane Condenser Hail Guard Kit
- Provide & Install One (1) New 15-Ton Trane Model # TWE180 2-Circuit Air-Handler
- Provide & Install One (1) New Nema 3 Disconnect @ Condenser
- Provide & Install Two (2) New Sporlan Site Glasses
- Provide & Install the required new sheet metal transitions for supply / return ductwork as required
- Provide the necessary new copper fittings, piping required to reconnect existing refrigerant line to new equipment
- Reconnect existing condensate drain piping required
- Provide & Install the necessary new high/low voltage conduit, fittings, boxes, wire, clamps & breakers required to reconnect existing high/low voltage
- Reconnect existing temperature controls to new air handler unit
- Reinstall T-bar ceiling grid & ceiling tiles
- Flush existing refrigerant line using RX-11 Flush Kits
- Pressurize refrigerant circuits utilizing dry nitrogen & inspect for leaks



- Evacuate both refrigerant circuits to 500 microns
- Charge refrigerant circuit with the required amount of R-410A virgin refrigerant as required
- Provide & Install the necessary New Armaflex refrigerant pipe insulation to new piping / fittings & disturbed areas **(UV Rated on Exterior Piping Only – Code Requirement)**
- Remove lockout/tagouts
- Perform start-up on condenser, air handler, adjust superheat/sub cooling as required for proper charge & operation
- Clean up work area daily
- Provide customer with start-up report
- Meet with the City of Richmond Mechanical Inspector to close permit
- 1-Year Parts & Labor Warranty
- 2-Year All Parts Warranty
- All work to be performed during **“Normal Working Hours”**

**Lead Time – 16-20 Weeks from Manufacturer**

**Exclusions:**

- Any work outside of the above-described solution will be quoted separately

**Total Investment Required to Implement the Proposed Solution:**

.....\$ 53,846.00

**Fifty-Three Thousand Eight Hundred Forty-Six Dollars & 00/100**  
**(Plus, all applicable taxes)**

**Quote valid for 14 days**

Thank you,  
Daniel Capone  
Star Service, Inc.

## Proposal Agreement

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within (10) 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**

Signature (Sales Representative)

*Daniel M Capone*

**CUSTOMER**

Signature (Authorized Representative)

**Approved for Contractor:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print/Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order #



## 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 thirty (30) days 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. At the time this proposal was submitted the prices of material, equipment or energy for the Work in this proposal were extremely volatile, and Contractor is dependent upon its vendors to provide prompt notification of any such price escalations. As such, this proposal specifically excludes all escalation of prices of material, equipment or energy from the date of this proposal until the execution of the needed material, equipment or energy associated with this particular scope of Work. Contractor will use reasonable efforts to purchase material, equipment or energy for the Work in this proposal to limit the potential impact of escalation of costs and will notify Customer reasonably promptly if and when it learns of any such price escalations. In the event the proposal is accepted and Contractor experiences an escalation of prices of material, equipment or energy associated with this particular scope of Work after the proposal is accepted, Contractor shall be entitled to seek a change order for reimbursement of such additional costs if Contractor experiences any provable escalation of prices of material, equipment or energy with respect to the Work of this proposal.
4. "This quote expires in 14 days"
5. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) 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.
6. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
7. 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.
8. 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 attorneys' fees incurred by Contractor.
9. 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.
10. 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.
11. 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 attorneys' 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, regardless of whether it is caused in part by the negligence of Contractor.
12. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
13. 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.
14. 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.

# Proposal

Proposal Date	Proposal Number	Customer #
January 31, 2023	DMC121922	FBCM

## BY AND BETWEEN:

<b>Star Service, Inc.</b> <b>7425 Major St.</b> <b>Houston, TX 77061</b>	AND	<b>Fort Bend County</b> <b>301 Jackson St</b> <b>Richmond, Texas 77469</b>
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## SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

**George Family Development Center 500 Austin, Richmond, Texas 77469**

We are pleased to offer this solution on the below referenced project. Our solution includes all labor, material, insurance and supervision to perform the following scope of work:

**This Contract is Negotiated Through the Interlocal Purchasing System (TIPS), ESC8, HVAC**  
**Contract # 22010601 / 22010602**

**Replace AHU & Condenser – Serving The Auditorium**

**Provide & Install One (1) New 20-Ton AHU & One (1) New 20-Ton Condenser**

### **Scope of Work:**

- Obtain the required City of Richmond Mechanical Permit as required
- Perform lockout/tagout to high voltage electrical circuit feeding existing condenser & air handler following NFPA 70E requirements
- Recover existing refrigerant from existing condenser into approved EPA containers & dispose per EPA regulated guidelines
- Remove refrigerant piping at existing condenser and air handler
- Remove existing condensate drain piping from existing air handler & dispose
- Provide the necessary crane, rigging & trucking to remove existing air handler, existing condenser & install new air handler & new condenser (Fort Bend County to pick-up old equipment from jobsite)
- Provide & Install One (1) New 20-Ton Trane Model # TTA240 2-Circuit Condenser
- Provide & Install One (1) New Trane Low Ambient Kit
- Provide & Install One (1) New Trane Condenser Hail Guard Kit
- Provide & Install One (1) New 20-Ton Trane Model # TWE240 2-Circuit Air-Handler
- Provide & Install One (1) New Nema 3 Disconnect @ Condenser
- Provide & Install Two (2) New Sporlan Site Glasses
- Provide & Install One (1) New Honeywell 2-Stage Thermostat
- Provide & Install the required new sheet metal transitions for supply / return ductwork
- Provide the necessary new copper fittings, piping, supports to provide an additional refrigerant circuit & reconnect existing refrigerant line to new equipment
- Provide & Install the necessary new condensate drain piping / fittings required
- Provide & Install the necessary new high/low voltage conduit, fittings, boxes, wire, clamps & breakers required to reconnect existing high/low voltage
- Flush refrigerant line using RX-11 Flush Kits
- Pressurize refrigerant circuits utilizing dry nitrogen & inspect for leaks



- Evacuate both refrigerant circuits to 500 microns
- Charge refrigerant circuit with the required amount of R-410A virgin refrigerant as required
- Provide & Install the necessary New Armaflex refrigerant pipe insulation to new piping / fittings & disturbed areas **(UV Rated on Exterior Piping Only – Code Requirement)**
- Remove lockout/tagouts
- Perform start-up on condenser, air handler, adjust superheat/sub cooling as required for proper charge & operation
- Clean up work area daily
- Provide customer with start-up report
- Meet with the City of Richmond Mechanical Inspector to close permit
- 1-Year Parts & Labor Warranty
- 2-Year All Parts Warranty
- All work to be performed during **“Normal Working Hours”**

**Lead Time – 16-20 Weeks from Manufacturer**

**Exclusions:**

- Any work outside of the above-described solution will be quoted separately

**Total Investment Required to Implement the Proposed Solution:**

.....\$ 56,420.00

**Fifty-Six Thousand Four Hundred Twenty Dollars & 00/100**  
**(Plus, all applicable taxes)**

**Quote valid for 14 days**

Thank you,  
Daniel Capone  
Star Service, Inc.

## Proposal Agreement

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within (10) 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**

Signature (Sales Representative)

*Daniel M Capone*

**Approved for Contractor:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

**CUSTOMER**

Signature (Authorized Representative)

\_\_\_\_\_  
Name (Print/Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order #

## 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 thirty (30) days 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. At the time this proposal was submitted the prices of material, equipment or energy for the Work in this proposal were extremely volatile, and Contractor is dependent upon its vendors to provide prompt notification of any such price escalations. As such, this proposal specifically excludes all escalation of prices of material, equipment or energy from the date of this proposal until the execution of the needed material, equipment or energy associated with this particular scope of Work. Contractor will use reasonable efforts to purchase material, equipment or energy for the Work in this proposal to limit the potential impact of escalation of costs and will notify Customer reasonably promptly if and when it learns of any such price escalations. In the event the proposal is accepted and Contractor experiences an escalation of prices of material, equipment or energy associated with this particular scope of Work after the proposal is accepted, Contractor shall be entitled to seek a change order for reimbursement of such additional costs if Contractor experiences any provable escalation of prices of material, equipment or energy with respect to the Work of this proposal.
4. "This quote expires in 14 days"
5. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) 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.
6. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
7. 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.
8. 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 attorneys' fees incurred by Contractor.
9. 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.
10. 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.
11. 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 attorneys' 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, regardless of whether it is caused in part by the negligence of Contractor.
12. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
13. 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.
14. 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.