

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ADDENDUM TO HUNTON SERVICES' AGREEMENT

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Hunton Services, ("Hunton"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, the parties have executed and accepted Hunton's Service Agreement (collectively the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, for Mechanical Services and Scheduled Maintenance services (the "Services") at 3840 Bamore Road, Rosenberg, Texas, utilizing Choice Partners Contract Number 22/049MF; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Term.** The term of the Agreement is effective upon execution by the County (the "Execution Date"), and shall expire no later than 36 months from the Execution Date, unless terminated sooner pursuant to the Agreement. This Agreement will not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.
2. **Scope of Services.** Hunton will render Services to County as described in Hunton's Service Agreement dated January 10, 2024, attached as Exhibit A, and in accordance with the requirements of Choice Partners Contract Number 22/049MF, incorporated by reference as if set forth herein verbatim.
3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.
4. **Limit of Appropriation.** Hunton clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available \$2,603.26 per month for 36 months for the total maximum sum of Ninety-Three Thousand, Seven Hundred Seventeen and 36/100 dollars (\$93,717.36), specifically allocated to fully discharge any and all liabilities County may incur. Hunton does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Hunton may become entitled to and the total maximum sum that County may become liable to pay to Hunton Services shall not under any conditions, circumstances, or interpretations thereof exceed Ninety-Three Thousand, Seven Hundred Seventeen and 36/100 dollars (\$93,717.36). In no event will the

amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an agreement executed by the parties.

5. **Public Information Act.** Hunton 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 Hunton 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.
6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Hunton for any reason are hereby deleted.
7. **Applicable Law; Arbitration; Attorney Fees.** 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. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Hunton in any way associated with the Agreement.
8. **No Waiver of Jury Trial.** The County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references to waiver of jury trial are hereby deleted.
9. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Hunton hereby verifies that Hunton and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

- b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Hunton does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Hunton does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Hunton does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
10. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.
11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, HUNTON ACKNOWLEDGES THAT FORT BEND 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.
12. **Personnel.** Hunton represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Hunton shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Hunton shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Hunton or agent of Hunton who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services for the County, Hunton shall comply with, and ensure that all Hunton Personnel comply with, all rules, regulations and policies of County that are communicated to Hunton, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

13. Termination.

13.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

13.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

- (a) If Hunton fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;
- (b) If Hunton 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.

13.3. If, after termination, it is determined for any reason whatsoever that Hunton 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 § 13.1 above.

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

13.5. 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 Hunton.

14. **Use of Customer Name.** Hunton may use County's name without County's prior written consent only in any Hunton's customer lists, any other use must be approved in advance by County.

15. **Independent Contractor.** In the performance of work or services hereunder, Hunton 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 Hunton or, where permitted, of its subcontractors. Hunton 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.

16. **Compliance with Laws.** Hunton 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, Hunton shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
17. **Confidential Information.** Hunton 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 Hunton 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 Hunton 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 Hunton) publicly known or is contained in a publicly available document; (b) is rightfully in Hunton'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 Hunton who can be shown to have had no access to the Confidential Information.

Hunton agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Hunton 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. Hunton 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, Hunton shall advise County immediately in the event Hunton 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 Hunton will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Hunton against any such person. Hunton agrees that, except as directed by County, Hunton 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, Hunton will promptly turn over to County all documents, papers, and other matter in Hunton's possession which embody Confidential Information.

Hunton 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. Hunton 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.

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

18. Insurance. Prior to commencement of the Services under this Agreement, Hunton 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. Hunton shall provide certified copies of insurance endorsements and/or policies if requested by County. Hunton 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. Hunton 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:

- (a). 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.
- (b). 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.
- (c). 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.
- (d). Professional Liability insurance with limits not less than \$1,000,000.

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 Hunton shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

If required coverage is written on a claims-made basis, Hunton 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.

19. Scheduled Maintenance Services. Any Scheduled Maintenance services to be performed by Hunton must be scheduled at least two weeks in advance with County's Facilities Maintenance Department, or as agreed by the parties. The County's Facilities Maintenance Department may be contacted between the hours of 8:00 a.m.-5:00 p.m., excluding County

holidays or other County closures, at (281) 238-3565 concerning the scheduling of these maintenance services.

20. Successors and Assigns.

- a. This Agreement shall be binding on the heirs, successors and assigns of the parties hereto.
- b. Hunton shall not assign, sublet or transfer its interest or obligations in and under this Agreement without the prior, written consent of County.
- c. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

21. Conflict. In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.

22. Understanding, Fair Construction. By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

23. 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.

24. Electronic and Digital Signatures. The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

25. 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.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

HUNTON SERVICES

KP George
County Judge

Kris Hardin
Authorized Agent – Signature

Date

Kris Hardin
Authorized Agent- Printed Name

ATTEST:

President of Hunton Services
Title

Laura Richard
County Clerk

2/27/2024
Date

REVIEWED:



Facilities Management and Planning
Department

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: Hunton's Service Agreement (January 10, 2024)

i:\agreements\2024 agreements\purchasing\facilities\hunton services (21-fac-100411-a1)\addendum to agreement with hunton services (kcj - 2.9.2024)

Exhibit A



Huntton Services

SERVICE AGREEMENT

MECHANICAL SERVICES SCHEDULED MAINTENANCE



Fort Bend County Medical Examiner's Office

3840 Bamore Rd.
Rosenberg, TX 77471

January 10, 2024



Contract 22/049MF

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 *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)

MAINTENANCE AGREEMENT

Equipment Covered

=====				
Coverage Type	Tag	Manufacturer	Model	Serial
PM	AHU#1	KCC	OAKD264E4-D1C100GJ	OA289767-1-1
PM	AHU#2	KCC	OADG015A3-DAB10JH00	OA289767-2-1
PM	AHU#3	KCC	OAND648E4-D1C100JN	OA289787-3-1
PM	EF#1	TRANE	CSAA010UBL00	K19G59481
PM	EF#2	TRANE	CSAA006UBL00	K19G59463
PM	EF#3	TRANE	CSAA17UBL00	K19G59472
PM	REFRIGERATION	HEAT CRAFT	KEZA030H8HC4C2884	192107745
PM	REFRIGERATION	HEAT CRAFT	KEZA030H8HC4C2884	192107744
PM	REFRIGERATION	HEAT CRAFT	KEZA045LBHT4C28840	192107743
PM	REFRIGERATION	-	-	-
PM	REFRIGERATION	-	-	-
PM	REFRIGERATION	-	-	-

Special Instructions

=====

Payment Terms

1. The term of this agreement is for three (3) years. The total price for this agreement is payable in thirty six (36) monthly payments of \$2603.26, 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).**
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.
5. This proposal is valid for ninety (90) days from issuance date.

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

Submitted by: _____
Neal Robichau, Service / Solution Sales
Hunton Services
5622 Luce Street
Houston, Texas 77087

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, unit wiring, or power 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.

Unitary Unit Scope

This schedule 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, clean and wipe control panels.

Refrigerant System

- ☒ Visually inspect refrigerant circuit(s) for leaks.
- ☒ Inspect operation and refrigerant pressures.

Lubrication System

- ☒ Inspect oil level in compressor(s) (if applicable).
- ☒ Inspect oil pressure per specifications and adjust accordingly (if applicable).
- ☒ Visually inspect oil lines for leaks.
- ☒ Inspect crankcase heater.

Electrical System

- ☒ Inspect condition of contacts for wear, pitting, etc.
- ☒ Inspect and calibrate operating controls.
- ☒ Inspect and calibrate safety controls.
- ☒ Inspect condenser fan motor(s) for proper operation.
- ☒ Check-tighten control panel terminals.
- ☒ Check-tighten motor terminals.
- ☒ Inspect starter operation, voltage and current.

Operating Checks

- ☒ Complete operating log and record settings.
- ☒ Visually inspect condenser/evaporator coils for leaks and fin deterioration.
- ☒ Inspect operation of condenser fan(s) and inspect blades.
- ☒ Lubricate condenser/evaporator fan bearings (if applicable).
- ☒ Inspect condition and tension of blower belts (if applicable).
- ☒ Inspect damper operation. Lubricate and adjust as required.
- ☒ Inspect filters.

ANNUAL SERVICES

- ☒ Clean condenser coils with fresh water 1 time(s) per year. **(Overtime not included)** Additional cleaning will be billed to customer on a T&M basis
- ☒ Provide material and labor to replace belts 1 time(s) 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 inspection or emergency call.

SCHEDULED MAINTENANCE

- ☒ Adjust operating and safety controls. Record settings.
- ☒ Inspect operation of temperatures, pressures, voltages and amperages.
- ☒ Inspect operation of control circuit.
- ☒ Inspect operation of lubrication system including oil pressure and oil level.
- ☒ Inspect operation of crankcase heater(s).
- ☒ Inspect operation of all motors and starters.
- ☒ Visual inspection of condenser and evaporator coil(s).
- ☒ Report to operator any uncorrected deficiencies noted.
- ☒ Inspect filters.

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.

ANNUAL MAINTENANCE

- ☒ Inspect coils for dirt build-up or fin damage.
- ☒ Inspect condensate drain pan and drain line.
- ☒ 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.
- ☒ 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.
- ☒ Inspect condition of gasketing and insulation around unit, door and dampers.
- ☒ Examine flex connections for cracks or leaks.
- ☒ Check unit for unusual noise or vibration.
- ☒ Inspect damper linkages, set-screws and blade adjustment for proper damper operation. Lubricate linkages as needed.
- ☒ Clean damper operators.
- ☒ Inspect unit casing for corrosion.
- ☒ Inspect spring isolators.
- ☒ Inspect grease line connections.

ANNUAL SERVICES

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

SCHEDULED MAINTENANCE

- ☒ Inspect coils for dirt build-up.
- ☒ Lubricate fan and motor bearings as required.
- ☒ Inspect bearing and motor mounting.
- ☒ Inspect motor operating voltage and amperage.
- ☒ Tighten electrical connections.
- ☒ Check unit for unusual noise or vibration.
- ☒ Check and adjust belt tension.
- ☒ Inspect filters and report recommended action to the operator.

Condensing Unit Scope

This schedule 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 system.

ANNUAL MAINTENANCE

- ☒ Inspect, clean and wipe control panels.

Refrigerant System

- ☒ Visually inspect refrigerant circuit(s) for leaks.
- ☒ Inspect operation and refrigerant pressures.

Lubrication System

- ☒ Inspect oil level in compressor(s) (if applicable).
- ☒ Inspect oil pressure per specifications and adjust accordingly (if applicable).
- ☒ Visually inspect oil lines for leaks.
- ☒ Inspect crankcase heater.

Electrical System

- ☒ Inspect condition of contacts for wear, pitting, etc.
- ☒ Inspect and calibrate operating controls.
- ☒ Inspect and calibrate safety controls.
- ☒ Inspect condenser fan motor(s) for proper operation.
- ☒ Check-tighten control panel terminals.
- ☒ Check-tighten motor terminals.
- ☒ Inspect starter operation, voltage and current.

Operating Checks

- ☒ Complete operating log and record settings.
- ☒ Visually inspect condenser/evaporator coils for leaks and fin deterioration.
- ☒ Inspect operation of condenser fan(s) and inspect blades.
- ☒ Lubricate condenser/evaporator fan bearings (if applicable).
- ☒ Inspect damper operation. Lubricate and adjust as required.

Written Report (Daily Timesheet)

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

ANNUAL SERVICES

- ☒ Clean condenser coils with fresh water 1 time(s) per year. **(Overtime not included)** Additional cleaning will be billed to customer on a T&M basis.

SCHEDULED MAINTENANCE

- ☒ Adjust operating and safety controls. Record settings.
- ☒ Inspect operation of temperatures, pressures, voltages and amperages.
- ☒ Inspect operation of control circuit.
- ☒ Inspect operation of lubrication system including oil pressure and oil level.
- ☒ Report to operator any uncorrected deficiencies noted.
- ☒ Visual inspection of condenser.
- ☒ Inspect operation of all motors and starters.
- ☒ Inspect operation of crankcase heater(s).