

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

ADDENDUM TO HUNTON SERVICES AGREEMENT

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Hunton Services (hereinafter "Contractor"), 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 Services Agreement* (collectively the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, for HVAC Replacement Services (the "Services") at 3110 5th Street, Stafford, Texas; and

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

1. **Scope of Services.** Contractor will render Services to County as described in Exhibit "A", and in accordance with the requirements of Choice Partners Contract Number 19/036-MR-03, which is incorporated by reference as if set forth herein verbatim.
2. **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.
3. **Limit of Appropriation.** 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 Seventy-Four Thousand, Three Hundred Thirty-One and 0/100 dollars (\$174,331.00), specifically allocated to fully discharge any and all liabilities County may incur. 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 Seventy-Four Thousand, Three Hundred Thirty-One and 0/100 dollars (\$174,331.00). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without a written agreement executed by the parties.
4. **Public Information Act.** 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 Contractor 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.

5. **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 Contractor for any reason are hereby deleted.
6. **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 Contractor in any way associated with the Agreement.
7. **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.
8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code § 2252.152 Acknowledgment: By signature below, Contractor represents pursuant to § 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 § 806.051, § 807.051, or § 2252.153.
9. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.
10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CONTRACTOR 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.

11. **Personnel.** Contractor 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 Contractor 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 Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor or agent of Contractor 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, Contractor shall comply with, and ensure that all Contractor personnel comply with, all rules, regulations and policies of County that are communicated to Contractor, 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.

12. 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 Contractor fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;

(b). 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.

13.3. 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 § 13.1 above.

13.4. Upon termination of this Agreement, County shall compensate Contractor 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. Contractor'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 Contractor.

13. **Use of Customer Name.** Contractor may use County's name without County's prior written consent only in any Contractor's customer lists, any other use must be approved in advance by County.
14. **Independent Contractor.** 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. 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.
15. **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.
16. **Confidential Information.** 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.

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.

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.

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

17. **Insurance.** Prior to commencement of the Services under this Agreement, 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:

(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 Contractor 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, 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.

- 18. **Scheduled Maintenance Services.** Any Scheduled Maintenance services to be performed by Contractor 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.
- 19. **Successors and Assigns.**
 - a. This Agreement shall be binding on the heirs, successors and assigns of the parties hereto.
 - b. Contractor 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.
- 20. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.
- 21. **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.
- 22. **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.
- 23. **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.

24. **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.


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



County Judge KP George
KP George
County Judge

HUNTON SERVICES



Authorized Agent - Signature


February 22, 2022
Date



KRIS HARDIN

Authorized Agent- Printed Name

ATTEST:



Laura Richard
County Clerk

PRESIDENT EGM

Title
2/7/2022

Date


REVIEWED:



Facilities Management and Planning
Department

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 174,331.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit A: Hunton Services Agreements

Exhibit A



High Performance Buildings for Life

Fort Bend County

3110 5th Street Stafford, TX

Education room and Gym HVAC system
replacement

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-45141-F7Z1R3

Date: 1/3/2022

To: Fort Bend County
301 Jackson
Richmond, TX
Mr. Justin Zwahr

Choice Partners Contract 19/036MR-03

Justin,

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

Scope of work:

Provide rigging, labor, and material for the replacement of one (1) 10-ton split system for Educational Room and (1) 25-ton split system for GYM, as follows:

Perform job site analysis (JSA) to identify and mitigate any potential safety related issues before work begins.

Education room:

Trane air handling unit, Model TWE12043AAA, 10 Tons, Single Circuit
Airflow 4,000 cfm
Cooling EWB 67.00 F
Ambient Temp 95.00 F
Cooling LWB 57.27 F
Gross Total Capacity 126.21 MBh
Net Sensible Capacity 93.09
Heating: 15 kW 230v, 3ph
Evaporator Rows (4)
Evaporator face velocity 371 ft/min
Trane condensing unit, Model TWE12043AAA
10 Tons
Manifold Compressors / Single Circuit
Unit Function - Cooling
Unit Voltage 208-230/60/3

Gym:

Trane air handling unit, Model TWE30043AAA, 25 Tons, Dual Circuit
Airflow 10,000 cfm
Cooling EWB 67.00 F
Ambient Temp 95.00 F
Cooling LWB 57.56 F
Gross Total Capacity 312.47 MBh
Net Sensible Capacity 214.01
Heating: 30 kW 230v, 3ph
Evaporator Rows (4)



Evaporator face velocity 480 ft/min
Trane condensing unit, Model TTA30043CAA
25 Tons
Manifold Compressors / Single Circuit
Unit Function - Cooling
Unit Voltage 208-230/60/3

Electrical to include the following:

Lock-out and Tag-out Breaker
Disconnect existing power to Condensing Unit #2 (Training Rm.)
Disconnect existing power to Condensing Unit #1 (Gym)
Demos existing service disconnect to condensing unit #2, and (replace with fusible type).
Demos existing service disconnect to condensing unit #1, and (replace with fusible type).
Demo existing metal flex stub-up form ground and (Replace with Rigid 90° elbow).
Disconnect existing power to AHU#2 (Training AHU/Heat).
Disconnect existing power to AHU#1 (Gym AHU/Heat).
Supply and install 1 -3P/100A/240V/F/N3R/ Disconnect (for condensing unit #2).
Supply and install 1 -3P/200A/240V/F/N3R/ Disconnect (for condensing unit #1).
Supply and install 3 -50A/240V/Fuses (condensing unit #2).
Supply and install 3 -125A/240V/Fuses (for condensing unit #1).
Supply and install 1 -3P/200A/240V/F/N1/ Disconnect (for AHU #1).
Supply and install 3 -125A/240V/Fuses for (AHU #1).
Supply and install 1 - 3" Rigid 90° elbow.
Supply and install new 2" Sealtite and Fittings.
Supply and extend existing feeders, if required.
Supply and install new bracing and supports.
Reconnect existing power to new condensing unit.
Reconnect existing power to new AHU/ Heater.
Reinstall 1x4 Strip lights.
Supply and install panel, circuit, identification labels on new equipment.
Verify power, and rotation to all new equipment.
Supply and install misc. materials for electrical scope of work.

HVAC installation to include the following:

Delivery of new equipment
Recover freon and properly dispose of old equipment and refrigerant.
Mate existing duct to new unit, then seal new duct as required.
Mate drain to existing drain line.
Flush and reuse existing refrigerant line sets, with the exception of the suction line for the Education Room must be upsized.
Evacuate, charge, and test units operation.
Armaflex insulation to be used on primary drain line and refrigerant suction line.
Install one (1) new smoke detector on each AHU.

Clarifications:

Reuse existing thermostats.
Custom outside air dampers included. Location mounted on return air duct, (total 2 units)
Provide and install new spring isolators
Remove and replace ceiling and tiles for access.
Reasonable access to all work areas is required.
Removal and replacement of metal ladder, square tubing posts and cables included.
Hot work fire watch included.
Crane and rigging included to remove and replace condensing units.



Factory startup included
Mechanical permit included

Not included:

Fire water lines must be relocated prior to start of work. Excluded
Fire, security and communication wiring and devices. Excluded
Air Balance Excluded
Coil or condenser coatings Excluded
Temporary cooling or heating Excluded
Furniture or equipment removal for AHU access. Excluded
Engineering Excluded

All work to be performed during normal business hours (M-F 7:00am - 3:30pm).

Notes:

Material prices are subject to change, quote good for 30 days from proposal date.

Total price for labor and materials for above scope \$103,311.00

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.

Neal Robichau

Account Executive
5622 Luce St., Houston, TX 77087
Office: 713-530-0491
Mobile: 713-530-0491
Email: NRobichau@huntongroup.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, poly-chlorinated 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"), Trane 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 Trane's 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 Trane 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.

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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-recommissioning
- 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

Fort Bend County

3110 5th St. Stafford, TX
Hallway HVAC system replacement

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-45139-C6G9Q1
Date: 1/3/2022

To: Fort Bend County
301 Jackson
Richmond, TX
Mr. Justin Zwahr

Choice Partners Contract 19/036MR-03

Justin,

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

Scope of work:

Provide rigging, labor, and material for the replacement of one (1) 25-ton split system for Hall, as follows:

Perform job site analysis (JSA) to identify and mitigate any potential safety related issues before work begins.

Trane air handling unit, Model TWE30043AAA, 25 Tons, Dual Circuit
Airflow 10,000 cfm
Cooling EWB 67.00 F
Ambient Temp 95.00 F
Cooling LWB 57.56 F
Gross Total Capacity 312.47 MBh
Net Sensible Capacity 214.01
Heating: 30 kW 230v, 3ph
Evaporator Rows (4)
Evaporator face velocity 480 ft/min
Trane condensing unit, Model TTA30043CAA
25 Tons
Manifold Compressors / Single Circuit
Unit Function - Cooling
Unit Voltage 208-230/60/3

Electrical to include the following:

Lock-out and Tag-out Breaker
Disconnect existing power to condensing unit #4, (Hall).
Demo existing service disconnect to condensing unit #4.
Demo existing metal flex stub-up from ground . (Replace with rigid 90° Elbow)
Disconnect existing power to AHU #4 (Hall AHU/ Heat)
Disconnect and remove 2 - existing 1x4 Strip Lights (To remove ceiling for access)
Supply and install 1 - 3P/200A/240V/F/N3R/ Disconnect (Condensing Unit)
Supply and install 3 - 125A/240V/Fuses (Condensing Unit)
Supply and install 1 - 2" rigid 90° Elbow.
Supply and install new 2" Sealtite and Fittings.
Supply and extend existing feeders, if required.
Supply and install new bracing and supports.
Reconnect existing power to new condensing unit.



Reconnect existing power to new AHU/ Heater.
Reinstall 1x4 Strip lights.
Supply and install panel, circuit, identification labels on new equipment.
Verify power, and rotation to all new equipment.
Supply and install misc. materials for electrical scope of work.

HVAC Installation to include the following:

Delivery of new equipment
Recover freon and properly dispose of old equipment and refrigerant.
Mate existing duct to new unit, then seal new duct as required.
Mate drain to existing drain line.
Flush and reuse existing refrigerant line sets.
Evacuate, charge, and test units operation.
Armaflex insulation to be used on primary drain line and refrigerant suction line.
Install one (1) new smoke detector on each AHU.

Clarifications:

Reuse existing thermostat.
Custom outside air damper included. Location mounted on return air duct, (total 1 unit)
Provide and install new spring isolators and drain pan.
Remove and replace ceiling and tiles for access included.
Reasonable access to all work areas is required.
Removal and replacement of metal ladder, square tubing posts and cables included.
Hot work fire watch included.
Crane and rigging included to remove and replace condensing unit.
Factory startup included
Mechanical permit included
All work to be performed during normal business hours (M-F 7:00am - 3:30pm).

Exclusions:

Fire, security and communication wiring and devices. Note: Fire water lines must be relocated prior to start of work.
Air Balance
Coil or condenser coatings
Temporary cooling or heating
Furniture or equipment removal for AHU access
Engineering
Any work stoppage caused by others, will be billed at the Standard Hunton Services T&M rates
Work not specified in the scope above

Notes:

Material prices are subject to change without prior notice due to currency fluctuation, fuel prices and/or unforeseen economic circumstances. The above pricing is good for 30 days. After 30 days, price for materials will be re-evaluated and charged accordingly.

Salvage value has been calculated into the sell price for this project. All equipment, refrigerant and or material demoed by Hunton Services to become the property of Hunton Services. If the owner wishes to retain possession of the aforementioned equipment and refrigerant, a value will be provided.

Total price for labor and materials for above scope \$71,020.00



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.

Neal Robichau

Account Executive
5622 Luce St., Houston, TX 77087
Office: 713-530-0491
Mobile: 713-530-0491
Email: NRobichau@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: _____



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, poly-chlorinated 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"), Trane 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 Trane's 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 Trane 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.

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CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2022-852054

Date Filed:
02/17/2022

Date Acknowledged:
02/22/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Hunton Services
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
21086
Hunton Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	The Robert McNeale Hunton Trust,	Houston, TX United States	X	
	Wallen, Gordon	Houston, TX United States	X	
	Jones, Alexandra	Houston, TX United States	X	
	Hunton, Victoria	Houston, TX United States	X	
	Hunton, Charles	Houston, TX United States	X	
	Hunton, Richard	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)