

City of Kingsville, Texas

AGENDA CITY COMMISSION

**TUESDAY, SEPTEMBER 6, 2016
SPECIAL MEETING**

**HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS
CITY HALL/200 EAST KLEBERG AVENUE
6:00 P.M**

I. Preliminary Proceedings.

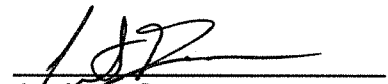
OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S) – Required by Law

NONE

APPROVED BY:


Jesus A. Garza
City Manager

II. Public Hearing - (Required by Law).¹

1. NONE

III. Reports from Commission & Staff.² (City Manager's Staff Report Attached).

"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Monthly Financial Reports; Police & Fire Department – Grant Update, Police & Fire Reports; Street Updates; Public Works- Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Administration – Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Historical Survey Presentation. No formal action can be taken on these items at this time."

IV. Public Comment on Agenda Items³

1. Comments on all agenda and non-agenda items.

V.

Consent Agenda

Notice to the Public

The following items are of a routine or administrative nature. The Commission has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

CONSENT MOTIONS, RESOLUTIONS, ORDINANCES AND ORDINANCES FROM PREVIOUS MEETINGS:

(At this point the Commission will vote on all motions, resolutions and ordinances not removed for individual consideration)

None.

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

1. Consider introduction of an ordinance adopting the City Manager's Budget, as amended, of the City of Kingsville, Texas, and appropriating funds for the fiscal year beginning October 01, 2016 and ending September 30, 2017 in the particulars hereinafter stated. (Director of Finance).
2. Consider introduction of an ordinance establishing and adopting the ad valorem tax rate for all taxable property within the City of Kingsville, Texas for the Fiscal Year beginning October 01, 2016 and ending September 30, 2017, distributing the tax levy among the various funds, and providing for a lien on real and personal property to secure the payment of taxes assessed. (Director of Finance).
3. Consider authorizing repair of HVAC systems at the JK Northway building to Carrier Corporation via a BuyBoard contract, as per staff recommendation. (Director of Purchasing).

VII. Adjournment.

1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative Commission votes. The speaker must identify himself by name and address.
4. Items being considered by the Commission for action except citizens comments to the Mayor and Commission, no comment at this point without 5 affirmative votes of the Commission.

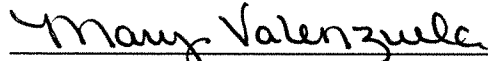
NOTICE

This City of Kingsville and Commission Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/595-8002 or FAX 361/595-8024 or E-Mail mvalenzuela@cityofkingsville.com for further information. Braille Is Not Available. The City Commission reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of

the matters listed above, as authorized by the Texas Government Code, Section 551-071 (Consultation with Attorney), 551-072 (Deliberations about Real Property), 551-073 (Deliberations about Gifts and Donations), 551-074 (Personnel Matters), 551-076 (Deliberations about Security Devices), 551-086 (Certain Public Power Utilities: Competitive Matters), and 551-087 (Economic Development).

I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board in the City Hall, 200 East Kleberg, of the City of Kingsville, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time:

September 2, 2016 at 10:00 A.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.



Mary Valenzuela, TRMC, City Secretary
City of Kingsville, Texas

This public notice was removed from the official posting board at the Kingsville City Hall on the following date and time: _____

By: _____
City Secretary's Office
City of Kingsville, Texas

REGULAR AGENDA

AGENDA ITEM #1

ORDINANCE NO. 2016-_____

AN ORDINANCE ADOPTING THE CITY MANAGER'S BUDGET, AS AMENDED, OF THE CITY OF KINGSVILLE, TEXAS, AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING OCTOBER 01, 2016 AND ENDING SEPTEMBER 30, 2017 IN THE PARTICULARS HEREINAFTER STATED.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS, that the budget for FY 2016-2017 is adopted as follows:

Section One: The official budget for the City of Kingsville for the fiscal year beginning October 01, 2016 and ending September 30, 2017 has been presented to the City Commission by the City Manager, several budget workshops were conducted on such budget, along with a duly noticed public hearing, and the budget is hereby approved.

Section Two: The budget contains a complete financial statement of the City and shows (1) the outstanding obligations of the City of Kingsville, Texas, (2) the cash on hand to the credit of each fund, (3) the funds received from all sources during the preceding year, (4) the funds available from all sources during the ensuing year, (5) the estimated revenue available to cover the proposed budget, and, (6) the estimated tax rate required to cover the proposed budget. The budget shows each of the projects for which expenditures are set up and the estimated amount of money appropriated for each project.

Section Three: The sum of \$46,900,740 is hereby appropriated for the budget revenues and expenses in the amounts shown on the attached Condensed Statement of all Operating and General Obligation Debt Service Funds – Summary of Revenues and Expenditures. The General Obligation Debt Service principle is \$1,110,000 and interest is \$441,491.

Section Four: The budget and all the attached support material as outlined in the above sections shall be deemed the official budget for the City of Kingsville, Texas, for the fiscal year starting October 01, 2016 and ending September 30, 2017. A copy of the official budget shall be kept by the City Secretary with the designation thereon as the official budget for FY 2016-2017, with the date of the adoption clearly stated, and filed with the County Clerk's Office. The official budget shall be available for inspection by any taxpayer.

Section Five: The City Commission is authorized to levy taxes in accordance with this budget. The City Commission may authorize the expenditure of City funds only in strict compliance with the budget, except in an emergency. The City Commission may authorize an emergency expenditure as an amendment to the original budget only in case of grave public necessity to meet an unusual and

unforeseen condition that could not have been included in the original budget through the use of reasonably diligent care and attention. If the City Commission amends the original official budget to meet an emergency, the City Commission shall file a copy of its ordinance amending the budget with the City Secretary, and the City Secretary shall attach it to the original budget. The City Manager shall provide for the filing of true copy of the approved budget in the office of the County Clerk of Kleberg County. The City Commission reserves the right to make changes in the official budget for municipal purposes.

Section Six: All Ordinances of parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

Section Seven: If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

Section Eight: This Ordinance shall NOT be codified but will become effective on and after adoption and publication as required by law.

Section Nine: This Ordinance was considered, passed, and approved at a regular meeting of the City Commission of the City of Kingsville, Texas at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code, and Chapter 102 of the Texas Local Government Code.

INTRODUCED on this the 6th day of September, 2016.

PASSED on this the 12th day of September, 2016.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #2

ORDINANCE NO. 2016-_____

AN ORDINANCE ESTABLISHING AND ADOPTING THE AD VALOREM TAX RATE FOR ALL TAXABLE PROPERTY WITHIN THE CITY OF KINGSVILLE, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 01, 2016 AND ENDING SEPTEMBER 30, 2017, DISTRIBUTING THE TAX LEVY AMONG THE VARIOUS FUNDS, AND PROVIDING FOR A LIEN ON REAL AND PERSONAL PROPERTY TO SECURE THE PAYMENT OF TAXES ASSESSED.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS, that the ad valorem tax rate for all taxable property within the city limits of Kingsville, Texas for FY 2015-2016 be established and adopted as follows:

Section One: **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 1.43 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$5.21.

Section Two: That there be and there is hereby levied and ordered collected on each One Hundred Dollar (\$100) valuation of all taxable property, real, personal, and mixed, within the corporate limits of the City of Kingsville, Texas, for the tax corporate limits of the City of Kingsville, Texas, for the tax year 2016 starting October 01, 2016 and ending September 30, 2017, the sum of \$.84220 based on 100% of the fair market value.

Section Three: Said levy shall be distributed in the following manner:

FOR GENERAL FUND EXPENDITURES (Maintenance & Operations), the sum of \$.66088 on each one hundred dollars (\$100.00) assessed valuation of such property.

FOR DEBT SERVICE FUND EXPENDITURES of annual principal, interest, and service fees of all General Obligation Bonds, Warrants, Certificates of Obligation, and Combination Tax and Junior Lien Revenue

Certificates of Obligations, of the City of Kingsville, the sum of \$.18132 on each one hundred dollars (\$100) assessed valuation of such property.

Section Four: That said taxes shall be due and payable at the time and in the manner provided by ordinances of the City of Kingsville and laws of the State of Texas, relating to the payment of taxes and providing for penalties and interest on delinquent taxes.

Section Five: There is hereby fixed, levied on each and every item of taxable property a lien for the purpose of securing the certain payment of the taxes assessed against said item of property and said lien shall continue to exist against any item of property against which a tax is assessed hereunder until such tax together with all penalties and interest shall be paid.

Section Six: This ordinance shall be in full force and effective ten days from and after the date of the second publication in a local newspaper as provided by law and the City Charter of the City of Kingsville.

Section Seven: The tax rate established and adopted by this ordinance and a copy of this ordinance shall be filed in the office of the Tax Assessor Collector.

Section Eight: That no discounts or split payments are allowed for the 2016 tax year.

Section Nine: That an exemption of \$8,400.00 be granted for any person of age sixty-five (65) or over.

Section Ten: The Kleberg County Tax Assessor-Collector is hereby authorized to assess and collect the taxes of the City of Kingsville employing the above tax rate.

INTRODUCED on this the 6th day of September, 2016.

PASSED on this the 12th day of September, 2016.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

EFFECTIVE DATE: _____

AGENDA ITEM #3

City of Kingsville
Purchasing/IT Department

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: David Mason, Director

DATE: August 30, 2016

SUBJECT: HVAC Repair at JK Northway

Summary:

This item authorizes the repair of HVAC systems damaged during the storm on May 30, 2016.

Background:

Extensive damage occurred to every unit at the JK Northway Coliseum. Mooring Restoration received an estimate from Johnson Mechanical, a HVAC company from Brownwood, TX in the amount ranging from \$237,150 to \$248,150 depending on repair/replacement of Condenser 6 (Item 12). In order to speed the process of repair, the Carrier Corporation, manufacturers of the equipment and holder of BuyBoard contract 458-14, was contacted. Their quote is for repair is \$186,830 and this includes replacement of Condenser 6. As hidden damage may appear, it is also recommended a ten (10) % contingency of \$18,683 be set aside for this project.

Financial Impact:

Repairs will be charged to 096-5-450.3-713.00, Insurance Recovery Fund.

Recommendation:

It is recommended the City contracts with Carrier Corporation, 1901 N. Glenville Dr, Richardson, TX 75081. Carrier is a member of the BuyBoard Purchasing Cooperative and the original manufacturer of the equipment. Local government code 271 Subchapter F allows for the use of a cooperative purchasing program, specifically 271.102 (c), states, "A local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and service." Therefore, competitive bidding statutes have been met.



JK HVAC List for Repairs/Replacement

	UNIT	REPAIR/REPLACEMENT	CARRIER
1	CONDENSER 1A MARK: NE2	CONDENSER COIL HAS WIND DAMAGE Carrier Model: 38APS05065A16020 SN: 0710Q39097 • Replace (2) Coils, recover existing gas, and add refrigerant (up to 50 lbs.) if needed	\$15,150
2	CONDENSER 1B MARK: NE1	CONDENSER COIL HAS WIND DAMAGE Carrier Model: 38APS05065A16020 SN: 0710Q39099 • Replace (2) Coils, recover existing gas, and add refrigerant (up to 50 lbs.) if needed	\$15,150
3	AIR HANDLER #1	NEEDS NEW BELTS, B-138 Type Thermal Engineering Corporation Model: CP-631-HS SN: 07998-06 • Replace (4) B-158 Belts	\$525
4	CONDENSER 2B MARK: NW1	COMPRESSOR SHORTED TO GROUND (THIS SYSTEM HAS THE OLD R-22 FREON) Carrier Model: 38AH-054--621DA SN: 5108Q27675 • Replace compressor, recover refrigerant, and add (up to 75 lbs. refrigerant) as needed	\$31,495
5	CONDENSER 2A MARK: NW2	CONDENSER COIL HAS WIND DAMAGE, AND FREON LEAK (THIS SYSTEM HAS THE OLD R-22 FREON) Carrier Model: 38AH-054--621DA SN: 5108Q27680 • Replace (4) Coils, recover existing gas, and add refrigerant (up to 75 lbs.) if needed	\$26,495
6	CONDENSER 3A MARK: SE1	CONDENSER COIL AND FREON LINES WIND DAMAGED Carrier Model: 38APS05065A16020 SN: 0710Q39107 • Replace (2) Coils, recover existing gas, and add refrigerant (up to 50 lbs.) if needed	\$15,800
7	CONDENSER 3B MARK: SE2	CONDENSER COILD HAS WIND DAMAGE WITH A FREON LEAK Carrier Model: 38APS05065A16020 SN: 0710Q39101 • Replace (2) Coils, recover existing gas, and add refrigerant (up to 50 lbs.) if needed	\$15,150

JK HVAC List for Repairs/Replacement (continued)

	UNIT	REPAIR/REPLACEMENT	CARRIER
8	AIR HANDLER #3	NEEDS NEW BELTS, B-138 Type Thermal Engineering Corporation Model: CP-631-HS SN: 07998-XX? • Replace (4) B-158 Belts	\$525
9	CONDENSER 4A MARK: SW1	CONDENSER COIL HAS WIND DAMAGE AND HAS 2 CONTROL MODULES SHORTED Carrier Model: 38APS05065A16020 SN: 0710Q39105 • Replace (2) Coils, recover existing gas, and refrigerant (up to 50 lbs.) if needed, and replace EMM and MBB Boards	\$20,495
10	CONDENSER 4B MARK: SW2	CONDENSER COIL HAS WIND DAMAGE AND NO FREON Carrier Model: 38APS05065A16020 SN: 0710Q39103 • Replace (2) Coils, recover existing gas, and add refrigerant (up to 50 lbs.) if needed	\$15,200
11	CONDENSER 5 MARK: #5 AC	CONDENSER FAN MOTOR SHORTED, CONTACTOR SHORTED, EVAPORATOR COIL IMPACTED Lennox Model: HS29-072-3G SN: 5608H17847 • Replace condenser fan motor, contactor, and evaporator coil	\$3,995
12	CONDENSER 6 MARK: #6 AC	COMPRESSOR SHORTED TO GROUND Ruud Model: UAKA-048DAZ SN: 5434F340304505 Thermal Engineering Corporation Unit No. FC-2, Model: CP-41-V SN: 07998-02 w/ electric heat • Replace compressor only • Replace complete Condensing unit AND Air handling Unit	\$2,995 (Repair Condenser Only) \$13,425 (Replace Condenser & AHU)
13	CONDENSER 7 MARK: #7 AC	COMPRESSOR SHORTED TO GROUND, AND WIND DAMAGE ON CONDENSER Ruud Model: UAKA-048DAZ SN: 5434F340304507? Thermal Engineering Corporation Unit No. FC-3, Model: CP-41-V SN: 07998-03 w/ electric heat • Replace complete Condensing unit AND Air handling Unit	\$13,425 (Replace Condenser & AHU)



August 26, 2016

Mrs. Susan Ivy and Mr. David Mason

CITY OF KINGSVILLE JK NORTHWAY COL
501 E ESCONDIDO RD
KINGSVILLE TX, 783639999

Re: City of Kingsville JK Northway Coliseum Replace Coils on Condenser 1B

Carrier Commercial Service is more than just a service company. We offer the most comprehensive commercial HVAC service programs in the industry and help customers achieve bottom-line savings by ensuring their systems are operating at peak performance and that they are taking advantage of today's latest energy-saving technologies.

As a fully qualified commercial service company, we are qualified to perform preventative maintenance, repair service, warranty and shut-downs on all commercial HVAC equipment. Our service technicians are trained and certified to work on HVAC equipment in accordance with the most stringent safety standards.

Carrier Corporation is willing to use the attached Contract as the basis for developing a definitive, binding agreement acceptable to both parties; however, certain changes and clarifications need to be included. Accordingly, this bid shall be binding at such time as such clarifications and changes are mutually developed and accepted. It is, therefore, understood that no order issued pursuant to the attached proposal shall be binding until duly accepted by an authorized representative of Carrier Corporation.

Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Anthony J. Galvan
Sales Rep
Carrier Corporation



Address 4417 Dillon Lane, Suite 46
Corpus Christi, Texas, 78415
Phone (956) 566-0317
Fax (956) 618-3604
E-mail anthony.galvan@carrier.utc.com

Contact Name Mrs. Susan Ivy and Mr. David Mason
Account CITY OF KINGSVILLE JK NORTHWAY COL
Phone 3615958591
Site Address 501 E ESCONDIDO RD
KINGSVILLE, TX, 783639999

Estimate Date 08/19/2016
Quote Number 00284400

Job Description City of Kingsville JK Northway Coliseum Replace Coils on Condenser 1A

Scope of Work

The scope of work is for the Carrier Chiller Model: 38APS05065A16020 SN: 0710Q39097 and includes the replacement of (2) coils, the recovery of the existing R410A refrigerant, addition of R410A refrigerant (up to 50 lbs.) if needed, disposal of old coils, onsite crane services and the labor needed to properly complete the job.

Note: Coils are available in stock at factory. Allow 4 - 6 business days for shipping.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Total Quoted Price

Buy Board Number 458-14

Total Price for Scope of Work excluding applicable taxes:

\$15,150.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Anthony J. Galvan

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

The attached Terms & Conditions shall govern.



Address 4417 Dillon Lane, Suite 46
Corpus Christi, Texas, 78415
Phone (956) 566-0317
Fax (956) 618-3604
E-mail anthony.galvan@carrier.utc.com

Contact Name Mrs. Susan Ivy and Mr. David Mason
Account CITY OF KINGSVILLE JK NORTHWAY COL
Phone 3615958591
Site Address 501 E ESCONDIDO RD
KINGSVILLE, TX, 783639999

Estimate Date 08/25/2016
Quote Number 00286207

Job Description City of Kingsville JK Northway Coliseum Replace Coils on Condenser 1B

Scope of Work

The scope of work is for the Carrier Chiller Model: 38APS05065A16020 SN: 0710Q39099 and includes the replacement of (2) coils, the recovery of the existing R410A refrigerant, addition of R410A refrigerant (up to 50 lbs.) if needed, and the labor needed to complete the job.

Note: Coils are available in stock at factory. Allow 4 - 6 business days for shipping.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Total Quoted Price

Buy Board Number 458-14

Total Price for Scope of Work excluding applicable taxes:

\$15,150.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

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Contact Name Mrs. Susan Ivy and Mr. David Mason
Account CITY OF KINGSVILLE JK NORTHWAY COL
Phone 3615958591
Site Address 501 E ESCONDIDO RD
KINGSVILLE, TX, 783639999

Estimate Date 08/25/2016
Quote Number 00286209

Job Description City of Kingsville JK Northway Coliseum Replace Belts on Air Handler 1

Scope of Work

The scope of work is for the Thermal Engineering Corporation Air Handling Unit 1 CP-631-HS SN: 07998-06 and includes the replacement of (4) B-158 belts and the labor needed to properly complete the job.

Note: Belts are available in stock.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Total Quoted Price

Buy Board Number 458-14

Total Price for Scope of Work excluding applicable taxes:

\$525.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Anthony J. Galvan

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

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Contact Name Mrs. Susan Ivy and Mr. David Mason
Account CITY OF KINGSVILLE JK NORTHWAY COL
Phone 3615958591
Site Address 501 E ESCONDIDO RD
KINGSVILLE, TX, 783639999

Estimate Date 08/25/2016
Quote Number 00286236

Job Description City of Kingsville JK Northway Coliseum Replace (4) Coils on Condenser 2B

Scope of Work

The scope of work is for the Carrier Chiller Model: 38AH-054---621DA SN: 5108Q27675 and includes the replacement of the compressor, all (4) coils, the replacement of the thermal expansion valve, flush lines, recover all existing R-22 refrigerant and convert unit to R410A refrigerant (add up to 75 lbs.) if needed, disposal of old coils, onsite crane services and the labor needed to properly complete the job.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Total Quoted Price

Buy Board Number 458-14

Total Price for Scope of Work excluding applicable taxes:

\$31,495.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Anthony J. Galvan

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

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Contact Name Mrs. Susan Ivy and Mr. David Mason
Account CITY OF KINGSVILLE JK NORTHWAY COL
Phone 3615958591
Site Address 501 E ESCONDIDO RD
KINGSVILLE, TX, 783639999

Estimate Date 08/25/2016
Quote Number 00286238

Job Description City of Kingsville JK Northway Coliseum Replace (4) Coils on Condenser 2A

Scope of Work

The scope of work is for the Carrier Chiller Model: 38AH-054---621DA SN: 5108Q27680 and includes the replacement of all (4) coils, flush lines, recover all existing R-22 refrigerant (add up to 75 lbs.) if needed, disposal of old coils, onsite crane services and the labor needed to properly complete the job.

Note: Coils are available factory stock. Allow 4 to 6 business days for shipping

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Total Quoted Price Buy Board Number 458-14
Total Price for Scope of Work excluding applicable taxes: \$26,495.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Anthony J. Galvan

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

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Contact Name Mrs. Susan Ivy and Mr. David Mason
Account CITY OF KINGSVILLE JK NORTHWAY COL
Phone 3615958591
Site Address 501 E ESCONDIDO RD
KINGSVILLE, TX, 783639999

Estimate Date 08/25/2016
Quote Number 00286239

Job Description City of Kingsville JK Northway Coliseum Replace Coils on Condenser 3A

Scope of Work

The scope of work is for the Carrier Chiller Model: 38APS05065A16020 SN: 0710Q39107 and includes the replacement of (2) coils, the recovery of the existing R410A refrigerant, addition of R410A refrigerant (up to 50 lbs.) if needed, disposal of old coils, onsite crane services and the labor needed to properly complete the job.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Total Quoted Price

Buy Board Number 458-14

Total Price for Scope of Work excluding applicable taxes:

\$15,800.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Anthony J. Galvan

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

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Account CITY OF KINGSVILLE JK NORTHWAY COL
Phone 3615958591
Site Address 501 E ESCONDIDO RD
KINGSVILLE, TX, 783639999

Estimate Date 08/25/2016

Quote Number 00286240

Job Description City of Kingsville JK Northway Coliseum Replace Coils on Condenser 3B

Scope of Work

The scope of work is for the Carrier Chiller Model: 38APS05065A16020 SN: 0710Q39101 and includes the replacement of (2) coils, the recovery of the existing R410A refrigerant, addition of R410A refrigerant (up to 50 lbs.) if needed, disposal of old coils, onsite crane services and the labor needed to properly complete the job.

Note: Coils are available factory stock. Allow 4 to 6 business days for shipping

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Total Quoted Price

Buy Board Number 458-14

Total Price for Scope of Work excluding applicable taxes:

\$15,150.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Anthony J. Galvan

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

The attached Terms & Conditions shall govern.



Address 4417 Dillon Lane, Suite 46
Corpus Christi, Texas, 78415
Phone (956) 566-0317
Fax (956) 618-3604
E-mail anthony.galvan@carrier.utc.com

Contact Name Mrs. Susan Ivy and Mr. David Mason
Account CITY OF KINGSVILLE JK NORTHWAY COL
Phone 3615958591
Site Address 501 E ESCONDIDO RD
KINGSVILLE, TX, 783639999

Estimate Date 08/25/2016
Quote Number 00286241

Job Description City of Kingsville JK Northway Coliseum Replace Belts on Air Handler 3

Scope of Work

The scope of work is for the Thermal Engineering Corporation Air Handling Unit 3 CP-631-HS SN: 07998-05 and includes the replacement of (4) B-158 belts and the labor needed to properly complete the job.

Note: Belts are available in stock.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Total Quoted Price

Buy Board Number 458-14

Total Price for Scope of Work excluding applicable taxes:

\$525.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Anthony J. Galvan

Carrier Commercial Service

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Contact Name Mrs. Susan Ivy and Mr. David Mason
Account CITY OF KINGSVILLE JK NORTHWAY COL
Phone 3615958591
Site Address 501 E ESCONDIDO RD
KINGSVILLE, TX, 783639999

Estimate Date 08/25/2016
Quote Number 00286242

Job Description City of Kingsville JK Northway Coliseum Replace Coils & (2) Control Modules on Condenser 4A

Scope of Work

The scope of work is for the Carrier Chiller Model: 38APS05065A16020 SN: 0710Q39105 and includes the replacement of (2) control module boards, (1) display panel, (2) coils, the recovery of the existing R410A refrigerant, addition of R410A refrigerant (up to 50 lbs.) if needed, disposal of old coils, onsite crane services and the labor needed to properly complete the job.

Note: Coils and control module boards available factory stock. Allow 4 to 6 business days for shipping.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Total Quoted Price

Buy Board Number 458-14

Total Price for Scope of Work excluding applicable taxes:

\$20,495.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Anthony J. Galvan

Carrier Commercial Service

Title

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Date

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Fax (956) 618-3604
E-mail anthony.galvan@carrier.utc.com

Contact Name Mrs. Susan Ivy and Mr. David Mason
Account CITY OF KINGSVILLE JK NORTHWAY COL
Phone 3615958591
Site Address 501 E ESCONDIDO RD
KINGSVILLE, TX, 783639999

Estimate Date 08/25/2016
Quote Number 00286243

Job Description City of Kingsville JK Northway Coliseum Replace Coils on Condenser 4B

Scope of Work

The scope of work is for the Carrier Chiller Model: 38APS05065A16020 SN: 0710Q39103 and includes the replacement of (2) coils, the recovery of the existing R410A refrigerant, addition of R410A refrigerant (up to 75 lbs.) if needed, disposal of old coils, onsite crane services and the labor needed to properly complete the job.

Note: Coils are available factory stock. Allow 4 to 6 business days for shipping

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Total Quoted Price

Buy Board Number 458-14

Total Price for Scope of Work excluding applicable taxes:

\$15,200.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Anthony J. Galvan

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

The attached Terms & Conditions shall govern.



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Contact Name Mrs. Susan Ivy and Mr. David Mason
Account CITY OF KINGSVILLE JK NORTHWAY COL
Phone 3615958591
Site Address 501 E ESCONDIDO RD
KINGSVILLE, TX, 783639999

Estimate Date 08/25/2016
Quote Number 00286246

Job Description City of Kingsville JK Northway Coliseum Replace Condenser Fan Motor, Contactor, & Evaporator Coil on Condenser 5

Scope of Work

The scope of work is for the Lennox unit Model: HS29-072-3G SN: 5608H17847 and includes the replacement of the condenser fan motor, the motor contactor, and the evaporator coil as needed, disposal of old coils, and the labor needed to properly complete the job.

Note: Parts quoted are available in stock.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Total Quoted Price

Buy Board Number 458-14

Total Price for Scope of Work excluding applicable taxes: \$3,995.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Anthony J. Galvan

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

The attached Terms & Conditions shall govern.



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Fax (956) 618-3604
E-mail anthony.galvan@carrier.utc.com

Contact Name Mrs. Susan Ivy and Mr. David Mason
Account CITY OF KINGSVILLE JK NORTHWAY COL
Phone 3615958591
Site Address 501 E ESCONDIDO RD
KINGSVILLE, TX, 783639999

Estimate Date 08/25/2016
Quote Number 00286247

Job Description City of Kingsville JK Northway Coliseum Replace Complete (4) ton Condensing Unit AND
Air handling Unit for Condenser 6

Scope of Work

The scope of work is for the RUUD Condensing Unit Model: UAKA-048DAZ SN: 5434F340304505 and includes the replacement of the complete condensing unit and matching air handling unit Model Thermal Engineering Corp. Model CP-41-V SN: 07998-02 w/ electric heat and includes flushing the line set, ductwork, build platform to accommodate AHU, addition of up to 25lbs of R410A refrigerant, liquid line solenoid, thermostat, and the labor needed to properly complete the job.

Note: Condensing Unit and Air Handling unit available in stock. Allow 4 to 6 business days for shipping.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Total Quoted Price

Buy Board Number 458-14

Total Price for Scope of Work excluding applicable taxes:

\$13,425.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Anthony J. Galvan

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

The attached Terms & Conditions shall govern.



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Fax (956) 618-3604
E-mail anthony.galvan@carrier.utc.com

Contact Name Mrs. Susan Ivy and Mr. David Mason
Account CITY OF KINGSVILLE JK NORTHWAY COL
Phone 3615958591
Site Address 501 E ESCONDIDO RD
KINGSVILLE, TX, 783639999

Estimate Date 08/25/2016
Quote Number 00286248

Job Description City of Kingsville JK Northway Coliseum Replace Complete (4) ton Condensing Unit AND
Air handling Unit for Condenser 7

Scope of Work

The scope of work is for the RUUD Condensing Unit Model: UAKA-048DAZ SN: 5434F340304507 and includes the replacement of the complete condensing unit and matching air handling unit Model Thermal Engineering Corp. Model CP-41-V SN: 07998-03 w/ electric heat and includes flushing the line set, ductwork, build platform to accommodate AHU, addition of up to 25lbs of R410A refrigerant, liquid line solenoid, thermostat, and the labor needed to properly complete the job.

Note: Condensing Unit and Air H

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Total Quoted Price

Buy Board Number 458-14

Total Price for Scope of Work excluding applicable taxes:

\$13,425.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Anthony J. Galvan

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

The attached Terms & Conditions shall govern.

CARRIER CORPORATION

TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. **PAYMENT AND TAXES-** Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement. If the Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents.
2. **EXTRAS-** Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.
3. **RETURNS-** No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
4. **SHIPMENT-** All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.
5. **PARTIAL SHIPMENT-** Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.
6. **DELAYS-** Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.
7. **WARRANTY-** Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. **WORKING HOURS-** All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.
9. **ADDITIONAL SERVICE-** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.

10. **CUSTOMER RESPONSIBILITIES (Service Contracts only) -** Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.

- Promptly address any issues that arise related to mold, fungi, mildew or bacterial
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

11. EXCLUSIONS– Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

12. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) – Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

13. PROPRIETARY RIGHTS (Service Contracts only)- During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

14. WAIVER OF DAMAGES- Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

15. LIMITATION OF LIABILITY- Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the Agreement.

16. CANCELLATION- Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

17. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE – Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

18. CARRIER TERMINATION – Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

19. CLAIMS- Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

20. GOVERNMENT PROCUREMENTS- The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARS, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

21. HAZARDOUS MATERIALS- Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

22. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

23. SUPERSEDITION, ASSIGNMENT and MODIFICATION- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

24. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

25. FOR WORK BEING PERFORMED IN CALIFORNIA: Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

JOHNSON MECHANICAL

Mechanical

Polyurethane Foam

Cellulose

Service, Repair and Installation

325-642-2104

PROPOSAL

August 4, 2016

To: MOORING RESTORATION
Ref: KINGSVILLE EXPO CENTER
Address: 510 E. ESCONDIDO
Attn: TRAVIS GARCIA

*Cost w repair to Condensers 6 (Item 12)
1st \$237, 150
to replace \$248, 150*

Total proposed cost: (tax included) LINE ITEM PRICING

1. CONDENSER 1A – CONDENSER COIL HAS WIND DAMAGE – REPAIR COST \$23,120.00
2. CONDENSER 1B – CONDENSER COIL HAS WIND DAMAGE - REPAIR COST \$23,120.00
3. AIR HANDLER #1 – NEEDS NEW BELTS – REPAIR COST \$540.00
4. CONDENSER 2B – COMPRESSOR SHORTED TO GROUND – REPAIR COST \$32,280.00
(THIS SYSTEM HAS THE OLD R-22 FREON)
5. CONDENSER 2A – CONDENSER COIL HAS WIND DAMAGE, AND FREON LEAK
REPAIR COST - \$38,560.00 (THIS SYSTEM HAS THE OLD R-22 FREON)
6. CONDENSER 3A – CONDENSER COIL AND FREON LINES WIND DAMAGED
REPAIR COST - \$25,510.00
7. CONDENSER 3B – CONDESER COIL HAS WIND DAMAGE WITH A FREON LEAK
REPAIR COST \$23,120.00
8. AIR HANDLER #3 – NEEDS NEW BELTS – REPAIR COST \$ 540.00
9. CONDENSER 4A – CONDENSER COIL HAS WIND DAMAGE AND HAS 2 CONTROL MODULES
SHORTED REPAIR COST - \$25,680.00
10. CONDENSER 4B – CONDENSER COIL HAS WIND DAMAGE AND NO FREON
REPAIR COST - \$23,120.00
11. CONDENSER 5 – CONDENSER FAN MOTOR SHORTED, CONTACTOR SHORTED, EVPAORATOR
COIL IMPACTED REPAIR COST - \$4060.00
12. CONDENSER 6 – COMPRESSOR SHORTED TO GROUND – REPAIR COST - \$3290.00
13. CONDESNER 7 – COMPRESSOR SHORTED TO GROUND, AND WIND DAMAGE ON CONDENSER
REPAIR COST - \$14,250.00

Excludes:

1. Coring, roofing, electrical or plumbing, fire dampers, relocating or repairing existing equipment, smoke detectors, interlocking with fire alarm.

Payment Terms: EQUIPMENT DRAW WILL BE REQUIRED WHEN EQUIPMENT IS ORDERED.
REMAINING BALANCE ON COMPLETION

ACCEPTANCE SIGNATURE: _____ DATE: _____

-----TACLA 010777C-----

'Regulated by the Department of Licensing and Regulation. Complaints should be directed to: Texas
Department of Licensing and Regulation, P.O. Box 12157, Austin Texas 78711 1-800-252-8026

JOHNSON MECHANICAL

Mechanical

Polyurethane Foam

Cellulose

Service, Repair and Installation

325-642-2104

PROPOSAL

August 4, 2016

To: MOORING RESTORATION

Ref: KINGSVILLE EXPO CENTER

Address: 510 E. ESCONDIDO

Attn: TRAVIS GARCIA

Total proposed cost: (tax included) LINE ITEM PRICING

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2. CONDENSER 1B – CONDENSER COIL HAS WIND DAMAGE - REPAIR COST \$23,120.00
3. AIR HANDLER #1 – NEEDS NEW BELTS – REPAIR COST \$540.00
4. CONDENSER 2B – COMPRESSOR SHORTED TO GROUND – REPAIR COST \$32,280.00
(THIS SYSTEM HAS THE OLD R-22 FREON)
5. CONDENSER 2A – CONDENSER COIL HAS WIND DAMAGE, AND FREON LEAK
REPAIR COST - \$38,560.00 (THIS SYSTEM HAS THE OLD R-22 FREON)
6. CONDENSER 3A – CONDENSER COIL AND FREON LINES WIND DAMAGED
REPAIR COST - \$25,510.00
7. CONDENSER 3B – CONDENSER COIL HAS WIND DAMAGE WITH A FREON LEAK
REPAIR COST \$23,120.00
8. AIR HANDLER #3 – NEEDS NEW BELTS – REPAIR COST \$ 540.00
9. CONDENSER 4A – CONDENSER COIL HAS WIND DAMAGE AND HAS 2 CONTROL MODULES
SHORTED REPAIR COST - \$25,680.00
10. CONDENSER 4B – CONDENSER COIL HAS WIND DAMAGE AND NO FREON
REPAIR COST - \$23,120.00
11. CONDENSER 5 – CONDENSER FAN MOTOR SHORTED, CONTACTOR SHORTED, EVAPORATOR
COIL IMPACTED REPAIR COST - \$4060.00
12. CONDENSER 6 – COMPRESSOR SHORTED TO GROUND – REPAIR COST - \$3290.00
13. CONDENSER 7 – COMPRESSOR SHORTED TO GROUND, AND WIND DAMAGE ON CONDENSER
REPAIR COST - \$14,250.00

Excludes:

1. Coring, roofing, electrical or plumbing, fire dampers, relocating or repairing existing equipment, smoke detectors, interlocking with fire alarm.

Payment Terms: EQUIPMENT DRAW WILL BE REQUIRED WHEN EQUIPMENT IS ORDERED.
REMAINING BALANCE ON COMPLETION

ACCEPTANCE SIGNATURE: _____ DATE: _____

—TACLA 010777C—

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*Cost w repair to Condensers 6 (Item 12)
1st \$237, 150
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