



CFI MECHANICAL, INC.
 6109 Brittmoore • Houston, TX 77041
 Phone: (832) 467-8200 • Fax: (832) 467-8203

To: Galveston ISD
Date: 12/14/20
Attn: Paul Byers
Proposal: AF2020812
Location: 1110 21st street
 Galveston Texas
Job: Insulation replacement at San Jacinto

Choice Partners # 18/036 MC-02

Scope of Work: Strip old chill water insulation and replace it with Kool-Phin.

Includes:

1. We will demo all the chill water insulation from the AHU's to the chillers.
2. We will remove all demo from the site.
3. We will reinsulate all the chill water piping that was stripped with Close cell Cool-fin insulation. All work will be dry and install while system is running. Except for the hallway. **(pumps are included.)**
4. The job comes with a 1-year part and labor warranty.
5. We will clean up the site and get with the customer before leaving

Exclusions: Overtime Labor; Asbestos Abatement; Hazardous Waste Removal/Disposal; Ceiling Work; Painting and Patching; Any Work Not Outlined Above

Price piping and pumps: -----\$ 49,250.00

Add for old chiller: -----\$2,279.00

Pricing above includes the Choice Partner and P&P Bond

The price(s) shown above is due to CFI Mechanical, Inc. in full, lawful money of the United States of America within 15 days after date of invoice. Purchaser shall pay interest on any late payment from the date due until the date paid at the rate of 6% per annum, or the maximum rate allowed by law, whichever is less. Due to the changes in material prices, the above price will only be valid 45 days from the proposal date.

THIS ABOVE PROPOSAL IS ACCEPTED:

 (“Purchaser”)
 BY: _____

CFI MECHANICAL, INC.
 (“Seller”)
 BY: *Art Filkins*



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TITLE: _____

TITLE: Service Sales

DATE: _____

DATE: _____

CFI Mechanical, Inc. proposes to install and/or furnish the described material/labor for the above Job in accordance with the following terms and conditions of this Proposal. Purchaser's execution and return of this Proposal, or Purchaser's written or verbal direction to CFI Mechanical, Inc. to proceed, or Purchaser's acceptance of any such material or labor furnished by CFI Mechanical, Inc., whichever occurs first, shall constitute Purchaser's agreement to and acceptance of this Proposal and the attached terms and conditions.



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TERMS AND CONDITIONS

The acceptance of this Proposal is expressly limited to the terms and conditions stated herein. No attempted acceptance which varies or adds to the terms and conditions stated herein shall be effective and any such counter-proposal shall be deemed rejected. Seller shall not be bound by terms additional to or different from those contained in this Proposal that may appear in Purchaser's acceptance, acknowledgement, order, notice to proceed, or any other communication from Purchaser, unless such terms are expressly agreed to in writing and signed by Seller.

Purchaser shall provide Seller with a safe environment in which to work. Purchaser represents that it is not aware of any asbestos-containing or other hazardous materials at the Job site, Seller has no responsibility or liability for the investigation, detection, testing, removal, remediation and/or encapsulation of any and all asbestos-containing or other hazardous materials at the Job site, Any investigation, detection, testing, removal, remediation and/or encapsulation of any and all asbestos-containing or other hazardous material will be the responsibility of and at the expense of Purchaser, the Owner or others, If Seller encounters any material believed to be asbestos-containing or other hazardous material, Seller may stop all work in the affected area until Purchaser notifies Seller in writing that it is safe to proceed. Seller shall have no responsibility or liability arising out of or related to, and **PURCHASER HEREBY WAIVES AND RELEASES ANY CLAIMS OR CAUSES OF ACTION FOR, THE PRESENCE, GROWTH OR DEVELOPMENT OF MOLD OR MILDEW AT THE JOB SITE, OR FOR THE REMEDIATION OF ANY SUCH MOLD OR MILDEW, OR ANY COSTS, EXPENSES, DAMAGES, OR LIABILITIES RELATED THERETO, EVEN IF SUCH MOLD OR MILDEW IS CAUSED IN WHOLE OR IN PART BY ANY DEFECTIVE LABOR OR MATERIAL FURNISHED HEREUNDER OR ANY BREACH OF THIS AGREEMENT.**

The Seller warrants that the material to be installed hereunder will be installed in a good and workmanlike manner and guarantees to repair or replace any work found by the Seller to be defective in material or in workmanship for a period of ninety (90) days from the date the material is installed or the work is completed. This warranty does not cover damage or defects caused by normal wear and tear, improper use or maintenance of the material by Purchaser, accident, fire, flood, natural disaster, act of vandalism or terrorism, or other causes beyond Seller's reasonable control, but are limited strictly to defects in workmanship and material. This warranty does not cover replacement of belts or filter maintenance.

The Seller shall not be liable for the corrosive or erosive action of liquids or gases upon said material and no material shall be deemed defective by reason of its failure to resist physical or chemical action of such elements upon said material. Any liability of the Seller arising out of the design, manufacture, sale or installation of the material hereunder or its use, shall be limited to the cost of correcting any defects in the material or workmanship. Purchaser and Seller hereby waive any and all claims for incidental, indirect, special, consequential, punitive or exemplary damages against the other party, arising out of or related to this agreement or any labor or material furnished hereunder or any breach hereof. The Seller will not be liable for any loss or damages caused by or any delays due to fire, strikes, labor troubles, governmental regulations, the elements, transportation delays, or any other causes beyond its reasonable control. Purchaser agrees to furnish adequate electric power, water and gas, as necessary for Seller's performance under this agreement. if by any act or omission on Purchaser's part, the Seller's performance under this agreement is delayed for a period of 90 days or more, Seller shall have the option of terminating this agreement, and in case of such termination after Seller has partially performed the furnishing and installing of the material, Purchaser agrees to pay Seller the portion of the total contract price attributable to the labor performed and the material installed or delivered to the job site at the date of termination, as well as any and all costs of termination, including but not limited to costs of terminating subcontracts or purchase orders, costs of work-in-progress, and costs of demobilization, and any and all delay damages incurred by Seller.

HVAC License # TACLA A016286C Regulated by The Texas Dept. of Licensing and Regulation P.O. Box 12157, Austin,
TX 78711. (800)-803-9202
Plumbing License # MPL-40777 Regulated by the State Board of Plumbing Examiners, P.O. Box 4200, Austin, TX 78765.
(512)-458-2145



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All work, unless otherwise noted, in installing the material shall be performed only during usual working hours. Purchaser shall be responsible for securing from loss and protecting from damage, and shall bear the risk of loss with respect to all material installed and all material delivered to the job site. Notwithstanding the foregoing, the title to all material shall remain in the Seller until payment in full is made by Purchaser. Purchaser shall insure such materials against loss or damage in amount and manner sufficient to protect the interest of the Seller, and Seller shall be named as an additional insured under such insurance.

It is agreed the Seller reserves a contractual lien and security interest in all material furnished hereunder until the entire purchase price to be paid and all other sums due Seller under this agreement have been fully paid in cash. Purchaser shall execute such financing statements or other documents requested by Seller as necessary to perfect Seller's security interest. In the event of default in the making of any such payment, or in the event Purchaser becomes insolvent, makes an assignment for the benefit of creditors or in the event that a proceeding in bankruptcy or insolvency be instituted against Purchaser, or voluntarily by Purchaser, then at Seller's option, Seller, its agents, successors and assigns may, without notice or demand, resell the material or any part thereof at either public or private sale. If the unpaid balance due Seller under this agreement, including any interest due and damages resulting from Purchaser's default, including any attorneys' fees incurred and the expenses of resale are not satisfied by proceeds of the sale, Purchaser agrees promptly to pay such deficiency. If there is a surplus from the proceeds of the sale after the payment of the above items, it shall be paid to Purchaser.

The material when delivered to the job site shall be promptly inspected by Purchaser, and unless Purchaser, within 3 days after the material supplied hereunder is delivered, shall notify the Seller in writing of any claims that said material is defective or does not otherwise fulfill the terms and conditions of this agreement, specifying in what way the material is defective or non-conforming, the material shall be deemed accepted.

This agreement represents the entire agreement between the parties and supersedes any prior or contemporaneous written or oral agreements, representations or warranties. This agreement may be amended or modified only by written agreement executed by the parties thereto.

SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR INTENDED USE. Purchaser hereby warrants and represents that any plans, drawings, specifications, or other data furnished to Seller is accurate and sufficient for the purpose in view.

In the event of any default by Seller under this agreement, Purchaser shall give Seller written notice of default, and shall give Seller five (5) days from the date of Seller's receipt of such notice to cure or commence and diligently pursue cure of such default. The rights, duties and obligations of the parties hereunder shall be governed and construed in accordance with the laws of the State of Texas, excluding any conflicts or laws or rules which would refer its interpretation to the laws of another jurisdiction. At Seller's option, all claims, disputes, and other matters in question arising out of or relating to this Agreement, or the breach thereof, may be decided by arbitration, which shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, with a single arbitrator under regular track procedures unless otherwise elected by Seller. All arbitration proceedings or other legal proceedings will be in Houston, Texas. This Agreement to arbitrate shall be specifically enforceable. It is agreed that the work performed and labor and/or materials furnished pursuant to this Agreement affects and involves interstate commerce. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with the applicable law in the court having jurisdiction thereof.

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