



**Industrial & Commercial Mechanical**  
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**Phone (281) 362-5195**  
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November 4th, 2020

South Texas Educational  
2402 East Business 83  
Weslaco, TX 78596  
School in Pearland

RE: Gas Line Install

Industrial & Commercial Mechanical is obliged to submit the following proposal for the site's grease trap install. Quote for trimming out kitchen area is also listed below. This quote does not include permit, inspection and any fees. Deposit of ½ of full quote will need to be paid prior to starting work.

**Scope and Cost:**

Proposed for grease trap install:

- 1- 1000 gallon grease trap and sample well as per the City of Pearland to be installed and connected to main sewer line. - \$6,000.00
- 2- Service Technicians and any equipment for digging hole. - \$7,800.00
- 3- Trip Charges - \$260.00
- 4- Delivery of grease trap - \$1,500.00

Total - **\$15,560.00**

Proposed for trimming out kitchen – This quote includes no material as all material will be supplied by the customer. Cost could increase if we have to purchase material for the below. - \$925.00

- Trimming out kitchen restroom
- Trimming out hand wash sink
- Trimming out 2 floor sinks
- Setting supplied handicap and regular toilets
- Testing all installs and trim out for leaks and performance

Total - **\$1360.00**

This pricing DOES NOT include permits and inspection fees.

**Any applicable taxes are excluded and will be billed extra. Prices are firm for thirty (30) days**

Please Note:

- Any applicable taxes are excluded and will be billed extra.
- Work to be performed on Straight time basis and will begin upon receipt of a signed Repair Service Agreement or mutually agreed Purchase Order referencing the subject proposal.
- Any unexpected delays, or changes in the scope of work listed above, will incur additional charges.

Thank you for your request for this proposal. We would appreciate the opportunity to provide these services.

Respectfully,  
Vivian Carpenter  
Houston Facility Branch Manager  
Industrial and Commercial Mechanical LLC.



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824 FM 1960  
Houston, TX 77073

# Repair Service Agreement

INDUSTRIAL & COMMERCIAL MECHANICAL LLC. (ICM)  
TERMS AND CONDITIONS OF SALE - SERVICE

1. **PAYMENT AND TAXES**-- Payment shall be made 1.25% 10/net 30 days from date of invoice. ICM reserves the right to require cash payment or other alternative method of payment prior to completion of work if ICM 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 Agreement price, the Customer shall pay ICM any applicable taxes or government charges that may be required in connection with the service or material furnished under this Agreement.
2. **WORKING HOURS**- All services performed under this Agreement including major repairs are to be provided during ICM'S's normal working hours unless otherwise agreed.
3. **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 ICM'S prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
4. **EXCLUSIONS**- ICM 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. ICM 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 ICM'S's control.  
ICM 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. In the event that ICM encounters any asbestos product or any hazardous material in the course of performing its work, ICM may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. ICM shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.  
ICM 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, ICM, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. ICM shall not be required to repair or replace equipment that has not been properly maintained.
5. **WARRANTY**- ICM warrants that all service provided under this Agreement shall be performed in a workmanlike manner. ICM also warrants all ICM parts or components supplied hereunder to be free from defects in material and workmanship. For parts or components determined to be defective within one year from date of installation or before the termination date of this Agreement, whichever is earlier, and in the case of service, determined to be defective within ninety (90) days of completion of that service, ICM shall at its option repair, replace, or issue a credit, for any such parts, components or service, provided they were not damaged, abused, or affected by chemical properties. ICM shall not be liable for repairs required as a consequence of faulty installation, misapplication, abuse, improper servicing, unauthorized alteration or improper operation. Any claim for defective workmanship must be provided to ICM in writing. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ICM'S obligations to repair, replace, or issue credit for any defective parts, components or service shall be Customer's exclusive remedy.
6. **PROPRIETARY RIGHTS**- During the term of this Agreement and in combination with certain services, ICM may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of ICM. 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.
7. **DELAYS**- Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.
8. **CUSTOMER RESPONSIBILITIES**- 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 ICM of any unusual operating conditions.
  - Upon agreement of a timely mutual schedule, allow ICM 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
  - Operate the equipment properly and in accordance with instructions.

Promptly address any issues that arise related to mold, fungi, mildew or bacteria.

9. **EQUIPMENT CONDITION & RECOMMENDED SERVICE-** Upon the initial scheduled operating and/or initial annual stop inspection, should ICM determine the need for repairs or replacement, ICM 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 ICM 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, ICM shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. ICM 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.
10. **CUSTOMER TERMINATION-** Customer shall have the right to terminate this Agreement for ICM'S non-performance provided ICM 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, ICM shall have free access to enter Customer locations to disconnect and remove any ICM personal proprietary property or devices as well as remove any and all ICM-owned parts, tools and personal property. Additionally, Customer agrees to pay ICM for all incurred but unamortized service costs performed by ICM including overheads and a reasonable profit.
11. **ICM TERMINATION-** ICM 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 ICM.
12. **LIMITATION OF LIABILITY-** Under no circumstances shall ICM be held 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. ICM shall be liable for damage to property, other than the equipment provided under this Agreement, and to persons, to the extent that ICM's negligent acts or omissions directly contributed to such injury or property damage. ICM'S maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to ICM under this Agreement.
13. **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.
14. **CLAIMS-** Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.
15. **GOVERNMENT PROCUREMENTS-** ICM offers standard commercial items that may not comply with Government specifications. ICM does not comply with the Cost Accounting Standards (CAS) or with the Federal Acquisition Regulations (FAR). In no event shall ICM provide any Cost or Pricing Data in connection with this Agreement or subsequent modifications.
16. **SUPERSEDURE, 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 ICM'S prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.