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# POLK

COMMERCIAL | INDUSTRIAL | SERVICE

## *Proposed Project Agreement*

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**Date:**

5/10/2017

**Proposal Number:**

P04347

**Prepared for:**

Allen Event Center  
200 E. Stacy Road  
Allen, Texas 75002

**Prepared by:**

Chris Steele

(972)-339-1322

[chris.b.steele@polkmechanical.com](mailto:chris.b.steele@polkmechanical.com)

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## PROJECT PROPOSAL

**Company**  
Polk Mechanical Company  
2425 Dillard St.  
Grand Prairie, TX 75051

Proposal Date: 5/10/2017  
Proposal Number: P04347

Ph: (972)-339-1322 Fax: (972)-339-1522

**Bill To Identity**  
Allen Event Center  
200 E. Stacy Road  
Allen, Texas 75002

**Agreement Location**  
Allen Event Center  
200 E. Stacy Road  
Allen, Texas 75002

### WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

Polk Mechanical Service is pleased to provide the following proposal to the City of Allen for their consideration and approval.

Our proposal includes all of the supply and installation of all necessary equipment, piping, insulation, excavation, concrete work, trim, and reinstallation of mechanical and architectural components as described in the attached scope details in order to provide a working system for a slab heating system as directed by the Allen Event Center staff and their agents.

Our proposal assumes that all engineering and equipment calculations and associated selections are correct and will provide the necessary performance when combined with other trades installations to provide a high performance slab heating system for the practice arena at the Allen Event Center. Polk does not warranty the design and resultant performance of the systems as a whole.

Inclusive price to execute the following scope of work is:

**One Hundred Forty Two Thousand Five Hundred Sixty Five Dollars (\$142,565.00)**

#### Notes:

- This proposal is valid for thirty (30) days.
- Labor, material, and equipment warranty for our work described in the following scope is one (1) year from beneficial use.
- Taxes are not included
- Bonds are not included
- All work is schedule during normal work hours
- Anticipated equipment delivery is 3 weeks from receipt of order
- Anticipated work duration is 3-4 weeks depended on trade and owner coordination

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

#### Contractor

\_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Name (Print/ Type)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

#### Customer

\_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Name (Print/ Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date PO#

POLK MECHANICAL COMPANY, LLC OPERATES UNDER THE TEXAS MASTER LICENSES M35513 - BRIAN BLACK & M17703 - RANDALL CROUCHET ISSUED BY THE STATE BOARD OF PLUMBING EXAMINERS  
P O BOX 4200, AUSTIN, TX 78765-4200, PHONE (512) 458-2145  
POLK MECHANICAL COMPANY, LLC IS REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION, P O BOX 12157, AUSTIN, TX 78711, 800-803-9202, AC LICENSES # TACLA0016383C &  
# TACLA26959C

## SUPPLEMENT TO PROJECT AGREEMENT

Scope of work includes the supply and installation of the following items :

### Architectural / Concrete Floor:

- 200ft x 3ft saw cut, removal, and haul fill off inside
- 15ft x 10 ft saw cut, removal and haul fill off outside
- 5x5 access hole in hall way
- 1 core drill through wall
- Excavation – 200 ft x 3ft wide x 4ft deep
- Stage dirt in parking lot outside.
- Set and pour 3 access vaults with steel frame and cover (approximately 3x3)
- Back fill with existing soil
- Haul off excess dirt and debris
- Repour concrete
- Wash down clean up.

### Mechanical :

- Supply and install all necessary piping, valves, hangers to interconnections to pump and heater assembly to main manifold in rink area. (Piping included is Schedule 80 PVC nominal 4")
- Supply and install unistruct support and mounting in a professional and workman like manner
- Supply and set new tank as per manufacturers instructions in area designated by owner
- Set and secure new pump and heater assemblies as per manufacturers instructions
- Supply and install thermal pipe insulation c/w armorflex aluminum jacket on all above grade areas
- Supply and install two (2) inline temperature gauges
- Supply and install all flow switches as required
- Fill systems with Glycol mix to required volume
- Provide all penetrations, removal and replacement of existing items, and general cleanup on a daily basis of site
- Start up, test, and commission systems
- Operation and maintenance data
- Termination to new under rink manifolds by others

### Electrical:

- Supply and install one 20 amp three phase breaker in existing 277/480 volt equipment panel
- Supply and install one 30 amp three phase breaker in existing 277/480 volt equipment panel
- Supply and install conduit and wiring from 277/480 volt equipment panel to new Heater
- Supply and install conduit and wiring from 277/480 volt equipment panel to new 7.5 HP pump
- Supply and install equipment disconnects and whips to equipment
- Electrical permits as required
- Clean up and commission systems
- Operations and maintenance data

### Mechanical Equipment Specifications:

- Wattco 4" Flange Heater (6 hairpin elements)
  - 11KW, 460V, 3PH (13.8 AMPS) (Density 27 watts / SQ inch (App -water/glycol)(1 circuit)
  - 4" ANSI (150LBS) (stainless steel 304 flange material)
  - 0.430" tube diameter (stainless steel 316L sheath material)
  - 33" Immersed length
  - 8"Cold length
- One (1) Thermocouple type J for high limit control
- NEMA 1 enclosure with gasket
  - Model #:FLS611X2833-T
  - 1 4,295.00 4,295.00
- Wattco vessel flange (4" DIA 150# ANSI) X length (43" vessel "G" dimension)
  - Material (stainless steel 304)
- 4 " Flanged inlet/outlet information
  - Inlet/outlet location - (5" from vessel ends)
- Moisture Resistant Thermocouple type J located at the outlet for process control
  - (B) Dimension of inlet/outlet (33" center to center)
  - Horizontal mounting
  - Insulated
  - 0.5" NPT drain
  - Model # MFLS611X2833-T
- Operating temperature and pressure details are required for quoting  
(Temperature: 55 degree pressure: 50 PSI )
- Wattco control panel terminal box type (NEMA 12)
  - Dimensions (20\*16\*08)
- Other Components:
  - -Main disconnect
  - CTRL transformer
  - (1) Contactors and fuses for - (1) loads of 11KW 460V 3PH
  - (1) Temperature controller
  - (1) High limit controller
  - (1) 2 position selector switch "Off-On"
  - (1) RED LIGHT "HEATER ON"
  - Junction terminals for (Thermocouple Type J)
  - Wiring diagram

## PROJECT AGREEMENT TERMS AND CONDITIONS

1. Customer (Debtor) agrees to pay PMC Service Company (secured party) all the sums due under this proposal in accordance with the terms specified. Debtor hereby grants a security interest to secured party in all equipment, goods and material described on the Proposal as security for the indebtedness created hereunder and any other indebtedness due secured party by debtor. On default of any payment by Debtor to secured party, and at secured party's option the entire balance shall become immediately due and payable and secured party shall have the right to foreclose and resale the said equipment, goods and material in accordance with the provisions of the Texas Business and Commerce Code (uniform commercial code) at public or private sale. In the event customer's defaults in payment, customer shall be liable for all collection cost incurred by PMC Service Company including but not limited to attorney's fees
2. PMC Service Company liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or material hereunder, or sale, resale operate or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such labor, equipment, goods or material, or part thereof involved in the claim. PMC Service Company shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence), or other grounds, for special, consequential, incidental, or penal damages, including, but not limited to, loss of profits, revenues, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the customer for such damages. If PMC Service Company furnishes customer with advice or other assistance which concern any labor, goods, or material furnished hereunder, or any system or equipment in which any of such equipment, goods, or material may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject any service to any liability, whether based on contract, warranty, tort, (including negligence) or other grounds.
3. If PMC Service Company encounters asbestos or polychlorinated biphenyl (PCB) on the site. PMC Service Company shall immediately stop work and report the conditions to the owner or owner's representative in writing. PMC Service Company shall not resume work in affected area until the asbestos or polychlorinated biphenyl (PCB) has been removed or rendered harmless. PMC Service Company shall not be required to perform any work relating to asbestos or polychlorinated biphenyl (PCB) without its consent.
4. Any installation date and/or dates given in advance are estimated. Installation will be made subject to prior orders with PMC Service Company. PMC Service Company shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, transportation difficulties, delays in usual sources of supply, major changes in economic conditions, or without limitations by the forgoing, any cause beyond PMC Service Company responsible control. On arrival of any equipment, goods or material, at the shipping address as specified on the proposal hereof, customer shall assume all risk of loss or damage to such equipment, goods or material.
5. In the event customer requires PMC Service Company to delay shipment or completion of work under proposal, payment pursuant to the proposal shall not be withheld or delayed on such account. PMC Service Company shall have the right to deliver any portion of the equipment, goods or material to be furnished hereunder and to bill customer therefore, and customer agrees to pay for the same in accordance with the terms of payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that customer may be unable to receive or provide suitable storage space for any partial delivery. In such event, such portion of the equipment, goods or material ready for shipment may be stored by PMC Service Company at customer's risk & expense.
6. The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which PMC Service Company shall be liable for, either on its on own behalf or on behalf of the customer, or otherwise, with respect to any equipment, goods, material or service covered by proposal, shall be in addition to the prices set forth herein.
7. Any equipment, goods, material or work in addition to the required hereunder or in plans and specifications that may be made a part hereof, will be paid for by the customer as extras. When installation of equipment, goods or material herein is required specifically as a part of this order, such installation work shall be performed only during normal working hours unless otherwise stated herein.
8. All skilled or common labor which may be furnished by the customer shall be considered and treated as customers own employees, and customer agrees to protect and indemnify PMC Service Company against all claims for accidents or injuries to such employees occurring in the course of work, or to any person or persons through the negligence of such employees.
9. In the event customer defaults in payment, customer shall be liable for all collection cost incurred by PMC Service Company including but not limited to attorney's fees. Equipment, goods, and material installed by PMC Service

Company are the products of reputable manufacturers. PMC Service Company shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of equipment, goods or material that may prove to be defective material or workmanship. The foregoing shall constitute the exclusive remedy of the customer and sole obligation of PMC Service Company.

10. PMC Service Company warrants its workmanship to be free from defects for a period of 90 days from the date of completion for repair work and for a period of 1 year for the installation of new equipment. This proposal, subject to the terms and conditions is submitted for customer's consideration with understanding that it must be approved by PMC Service Company after its acceptance by the customer and is not binding upon PMC Service Company until so approved in writing, and delivered to customer. When approved, it shall constitute the entire contract between the parties, and no understanding or obligations not herein expressly set forth are binding upon them. Your acceptance of this proposal is expressly limited to the terms of this document. Any additional or different terms or conditions set forth in your purchase order or similar such communications are hereby objected to by PMC Service Company and shall not be binding or effective unless approved in writing by an authorized representative of PMC Service Company. Any order or any statement of intent to proceed with installation or any direction to proceed with installation or acceptance of this proposal or payment in full or part for any of the work or equipment furnished shall constitute customer's assent to the terms and conditions of this proposal. This proposal is expressly conditioned upon the Terms and Conditions contained or referred to herein, including those set forth on this page and those contained in any attachment hereto.

Regulated by:

The Texas Department of Licensing and Regulation  
P. O. Box 12157, Austin, Texas 78711  
(800)-803-9202

The Texas State Board of Plumbing Examiners  
P.O. Box 4200  
Austin, Texas 78765-4200  
(800)-845-6584



May 12, 2017

**City of Allen**

Allen Event Center

200 E Stacey Road

Allen, Texas 75002

Attn: Mr. David Angeles

Re: Clarification to Proposal for Brine Project

Dear David,

As requested please find below our responses and associated clarifications regarding our proposal for the Brine Piping project that you requested of us in your email May, 11, 2017:

**Bond Cost:** Please add Four Thousand Ninety Eight Dollars (\$ 4,098.00) to the contract amount for Polk Service to provide the City of Allen a Payment and Performance bond for our portion of the work valued at \$142, 565.00. This bond covers twenty four (24) months of overlay maintenance coverage.

**Contingency Amount:** In order to provide costs in our proposal to address small/unforeseen items that invariably occur in these type of projects, Polk Service included Ten Thousand Dollars (\$10,000.00) in our proposal to address these items as they arise. As your partner, we will itemize and proceed with addressing these potential items as they occur and not request any change to contract until these costs meet or exceed this amount. If in the event we do not use the entire contingency, we will reconcile that with you at the end of the project and either refund the difference or provide additional service up to and including the entire amount of the unused portion of the contingency.

**Scope / Cost Breakdown:** Please find attached a basic breakdown of our proposal as per line items that we are including:

Equipment	\$14,150.00
Materials	\$9,120.00
Labor (Trade and Supervision)	\$14,340.00

Electrical	\$14,377.00
Excavation / Backfill / Concreate	\$75,448.00
Insulation and Cladding	\$5,130.00
<u>Contingency</u>	<u>\$10,000.00</u>
Total	\$142,565.00
Bond	\$4,098.00

I trust this is the information you are looking for and we anticipate a great project here and a bright future between our two organizations.

*Dwight Storie*

Dwight Storie  
Director of Sales

*Chris Steele*

Chris Steele  
Account Manger