

Town of Prosper

Town of Prosper RTU 1 Replacement

Proposed Project Agreement

Proposal Number:

P03090

Proposal Date:

8/27/2025

Prepared For:

Town of Prosper
250 West First Street
Prosper, Texas 75078

Prepared By:

Scott Miller
817-994-9254
smiller@dynaten.com

PROJECT PROPOSAL
HVAC Comprehensive TIPS #25010501

Company

DynaTen
4373 Diplomacy Road
Fort Worth, Texas 76155
Ph: 817-994-9254

Proposal Date: 8/27/2025

Proposal Number: P03090

Bill To Identity

Town of Prosper
250 West First Street
Prosper, Texas 75078
Robert Cook

Agreement Location

Town of Prosper
250 West First Street
Prosper, Texas 75078
Robert Cook

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

Dyna Ten Service will provide project services to **Town of Prosper**, located at the above address. **Regarding the installation of One (1) 17.5-Ton VAV Heat Pump Rooftop Unit.**

The Project will provide all labor and materials needed to accomplish the scope of work described in Scope of Work, attached to and a part of this agreement, all for the said amount of: **Sixty-One Thousand Nine Hundred Thirty-Three Dollars (\$61,933.00).** Applicable sales tax is additional to pricing. Payment of each invoice is due thirty (30) days from its date.

If parts or equipment prove to be defective, the Company will extend to the Client the benefits of any warranty the Company has received from the manufacturer. Removal and reinstallation of equipment or materials repaired or replaced under a manufacturer's warranty will be replaced at the Client's expense at the rates then in effect. Redundancy of equipment is the responsibility of the Client. If repairs are required whether warranty or non-warranty related, the Client, at its cost, will provide any equipment necessary to serve its needs.

This Proposal is in effect for a period of (30) thirty days after the above proposal date and can be extended beyond this period only at the option of the Company.

This work shall be provided in accordance with the terms and conditions contained herein. This Agreement shall constitute the entire agreement between us.

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

Scott Miller

Signature (Authorized Representative)

Scott Miller

Name (Print/ Type)

817-994-9254

Phone

8/27/2025

P03090

Date

Proposal #

Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date

PO#

Contractor License No: TACLA12338C / M44262
Regulated by The Texas Department of Licensing and Regulation
P.O. Box 12157, Austin, Texas 78711
1-800-803-9202, 512-463-6599
www.tdlr.texas.gov

Supplement

We propose to furnish all labor and materials needed to install (1) Trane 17.50-ton VAV Heat Pump RTU as follows:

Item I: Equipment and Material

Trane Precedent Model Product Data:

- Standard Efficiency
- Heat Pump
- 3 stages of cooling
- R-454B Refrigerant
- 460/60/3
- Symbio 700
- Economizer, DB with Barometric Relief
- Multiple Zone Variable Air Volume Standard Motor
- Through the Base Electric
- Non-Fused Disconnect Switch
- Powered 15A Convenience Outlet
- Advanced Controller with BACnet communications interface
- 3-year parts, coils & controls warranty
- 5-year compressor parts only warranty
- Field measure adapter curb to existing JCI J18ZJC00L curb
- 10-ton electric heat package 36-kw
- 15-ton electric heat package-kw
- Barometric Relief dampers

Scope:

- Check in with customer daily.
- Set up staging area in designated area.
- Stage material and tools on the roof at the units as needed.
- Lock out/Tag out each unit at the circuit breaker to make it safe for work.
- Recover existing refrigerant in the unit and dispose of per EPA requirements.
- Disconnect the existing Catwalk and reinstall if existing framing matches up with the new unit.
- Disconnect condensate lines, and electrical power wiring.
- Remove the existing unit from roof and set on trailer to be removed from the property.
- Install new gaskets on the existing roof curb to create seal between the existing roof curb and the curb adapter.
- Set up the crane on the Westside of the building to replace RTU 1. (Work schedule is planned to be on a Saturday while no one is occupying the building).
- Clear the crane and support trucks from the staging area, where equipment is hauled off and clean up the staging area.
- Connect unit condensate drains to the existing piping.
- Reconnect the power wiring to the new non-fused disconnects.
- Remove the Lock out/Tag out devices from downstairs breaker.
- Controls to be reconnected by others.
- Set up and verify system operation.
- Provide startup of the equipment and log operation of equipment.
- Perform post-job walk with the on-site contact and provide a written report.
- Cleanup work areas and haul off all the debris associated with this project.

Notes & Clarifications:

1. We are planning on reusing the existing circuit breakers and power wiring.
2. Customer will provide access to the facility during normal and off business hours.
3. The rooftop unit is being provided with BACnet Communication devices. All BAS Controls are excluded.
4. Please allow 6 to 8 weeks after we receive authorization for the equipment to be received and to schedule the work.
5. Additional repairs, if any, shall be submitted on another proposal for approval before such repairs are carried out.
6. All fire panel connections are to be done by others.
7. DynaTen excludes all sheetrock work or painting of any kind for this project.
8. All work to be performed during normal business hours 8:00 a.m. – 4:30 p.m. excepted as noted and completed in a timely manner. Company holidays excluded.

10. DynaTen will re-use the existing smoke detector installed in the duct work.
11. Sales tax not included except as noted.
12. The contractor is not responsible for existing code violations, if any.
13. Work not specifically itemized within this scope is not included in this agreement.
14. The contractor is not responsible for delays beyond its control.

Project Agreement Terms and Conditions

The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. Contractor may invoice Customer on a monthly basis. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month of (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.
4. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement.
5. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
6. In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.
7. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

8. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

9. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

10. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.

11. In the event of significant delay or price increase of material or equipment occurring between the date of this proposal and the date of execution of the Subcontract through no fault of [DynaTen], the contract sum, contract schedule, and contract requirements shall be equitably adjusted in the Subcontract. A change in price of an item of material or equipment shall be considered significant when the price of an item increases >5% percent between the date of this proposal and the date of execution of the Subcontract.

12. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

13. This Agreement is between Contractor and Customer alone, and neither intends that there be any third party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.

14. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

15. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer and Contractor without the express prior written consent of either party. This Agreement shall be governed by and construed in accordance with the laws of the State of the Contractor's headquarters are located, without giving effect to that State's conflicts of laws principles.

16. If paying with credit card a 3% surcharge will be added to total project price.