



March 13, 2024

Waller County
Cynthia Wilson
O: 979-826-7737 EXT. 2139
C: 936-727-3672
Cindy.wilson@wallercounty.us

DESCRIPTION: **Waller County Buildings Identified in Exhibit A, 3 Year Fire Sprinkler Agreement**

PRICING:

Thank you for the opportunity to submit the proposed agreement this date, between American Fire Systems, Inc., ("AFS") and **Waller County**, ("Customer"). This Proposal shall become a binding agreement of AFS and Customer upon its execution.

AFS proposes to furnish labor and materials to complete the scope of work as outlined below at the address noted above for the sum of all qualifications and exceptions are outlined in this scope letter. Our quotation for this work is as follows:

Item	Quantity	Unit Price	Ext. Amount
Service Call	By the hour	120.00	120.00
After Hours Service Call	3-hour minimum	120.00	360.00

SCOPE OF WORK

1. American Fire Systems will perform service and maintenance calls to the fire sprinkler systems at Waller County owned buildings as needed per the agreed upon terms and conditions between AFS and Waller County for a period of 3- years, beginning on May 1, 2025.
2. Work shall be performed between the hours of 7:30am and 4:00pm Monday through Friday, excluding weekends and holidays.
3. **ALL parts are additional to the service hourly rates.**

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EXCLUSIONS

1. If an authority having jurisdiction (AHJ) requires any additional equipment, AFS will provide such equipment at an additional cost to the customer, provided that Customer receives prior written notice of the additional requirement.
2. This agreement is not for a public work, therefore the Davis-Bacon Act does not apply.

STANDARD TERMS AND CONDITIONS:

AFS' s understanding of the project requirements are identified in the "Scope of Work" and "Exclusions" stated above. AFS will agree to a contractual agreement based on those representations.

All panels and devices that are provided, installed, or replaced, during a Service or Maintenance, come with a 180-day warranty that does not cover Acts of God, weather related damage, or other external damage causes, such as power washing, resident damage, painters, etc.

This proposal is valid for **30 days** from this date and may be deemed void at the option of AFS after that time.

This Service Authorization Agreement (the "Agreement") between the Customer and American Fire Systems, Inc. ("AFS") represents the contract between the parties for the work or services described above (the "Work"). Customer agrees to pay for the Work requested by and performed for Customer as authorized by the Agreement.

Notwithstanding anything to the contrary contained in this agreement, American Fire Systems, Inc. shall not be liable for any indirect, incidental or consequential damages, or for the negligence of others. AFS shall not be liable for any deficiencies and defects which are latent or concealed leading to failure of the systems and/or equipment while in the course of servicing, inspecting and/or testing under the terms of this agreement.

AFS shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the Work prior to commencing the Work. AFS shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the Work to be performed pursuant to this Agreement.

Payment for Services Rendered: Will be billed according to Schedule of Values (SOV) and is due within 30 days of being received by the County Auditor, unless the charge is in dispute. AFS may impose an interest charge of 1.5% on a delinquent payment or the highest rate allowed by applicable law, whichever is lower. A charge that is in dispute will not be considered delinquent until the dispute is resolved. Any amount of time the charge is in dispute will not be considered in the interest calculation.

AFS understands that Customer is a governmental entity, and that Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Any obligations that arise under this Agreement past the end of the current Waller County fiscal year shall be subject to approval. The continuation of this Agreement past the current Waller County fiscal year is contingent on the appropriation of funds by the Waller County Commissioners Court. If for any reason funds are not appropriated to continue the Agreement, the Agreement shall become null and void on the last day of the current appropriation of funds.

This Agreement and all transactions between AFS and the Customer shall be governed and construed in all aspects in accordance with the laws of the State of Texas. Any legal action, dispute, or proceeding arising from or in connection with this Work Order for the collection of any sums payable to AFS shall be brought and maintained exclusively in the state courts of the State of Texas, and Customer hereby consents to such personal jurisdiction within the State of Texas. Venue shall lie in Waller County, Texas for any such legal action or proceedings that arise hereunder.

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AFS shall receive payment for any additional labor, materials, supplies, or other expense that may arise due to any change, amendment, modification, or alteration authorized by Customer or its agents that materially alters and/or modifies the description or scope of the AFS contemplated hereby.

Any modification to this Agreement must be made in writing and signed by both AFS and Customer.

Any and all claims, dispute, and matters arising out of or relating to this Agreement shall be governed by the law of the state of Texas and shall be resolved as follows: Any and all disputes between AFS and Customer shall be resolved in the proper Court of Waller County, Texas.

This proposal must be signed and returned by someone with the authority to do so.

Either party may terminate this contract for cause or convenience by providing 30 days written notice to the other party. The notice must state the reasons for such termination. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address identified herein. The Contract will continue in force during the 30 day notice period. The Customer shall compensate AFS in accordance with the terms of this Agreement for work properly performed prior to the date of termination specified in the notice. AFS shall not be entitled to lost or anticipated profits should Customer choose to exercise its option to terminate.

Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed communicated as of three (3) days after mailing. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:
Attn: County Judge
425 FM 1488, Suite 106
Hempstead, Texas 77445

To AFS:

This Agreement does not inure to the benefit of any third party, except permitted successors and assigns.

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement. The Agreement may not be modified, altered, or amended except by written instrument duly executed by both parties.

We appreciate the opportunity to provide you with this quotation and look forward to working with you.

Carbett "Trey" J. Duhon, III
Waller County Judge

Date: _____

Owner/Agent of Owner Signature:

Title: **EVP**

Date: **4/3/2025**

Thank you,

David Lankford
Fire Sprinkler Service Department Manager

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EXHIBIT A

Services identified shall be provided as applicable for the following buildings:

1. Waller County Kuciemba Annex
425 FM 1488
Hempstead, Texas 77445
2. 506th District Courthouse
400 Sheriff R. Glenn Smith Drive
Hempstead, Texas 77445
3. Waller County Sheriff's Office
100 Sheriff R. Glenn Smith Drive
Hempstead, Texas 77445
4. Waller County Jail
300 Sheriff R. Glenn Smith Drive
Hempstead, Texas 77445
5. Justice of the Peace, Precinct 4
32225 US Highway 90 Business
Brookshire, Texas 77423

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