



## PROPOSAL

2.15.2024

Sammy Brown Library  
319 S Market Street  
Carthage Texas 75633  
Attention: Kim Turner

**Job Description:** Replace One cassette unit and two blower motors

**Scope of Work:**

- **Recover the refrigerant charge for the system.**
- **Remove and replace the indoor Cassette unit in entrance way.**
- **Reconnect the new cassette units' refrigerant lines.**
- **Reconnect the drain lines.**
- **Reconnect the electrical control wiring.**
- **Remove and replace two faulty blower motors on existing ceiling units.**
- **Pressure test the system for 24 hours.**
- **Evacuate the system for 24 hours.**
- **Recharge the system and adjust refrigerant charge as needed.**
- **Place the system back in operation and verify proper operation.**
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**Exclusions / Clarifications:** Any work not referenced above. Labor performed outside of normal business hours unless otherwise noted.

*Excludes any additional repairs. New unit is available with a 7 day lead time after order.*



**Lead times, product selection and pricing are subject to immediate change due to product availability and price fluctuations.**

**All parts are available to be shipped in. Please allow 5-7 Business days to receive.**

**Total Price (Excluding Applicable Taxes): \$9,904.00**

We appreciate you considering Hamm Mechanical and look forward to working with you. If you have any questions, please contact me at 1-318-518-7065 or sfenton@hammmechanical.com.

Sincerely,

*Shawn Fenton*

Shawn Fenton  
Service Sales  
Hamm Mechanical, LLC

**Customer Approval:**

Print Name: Rodger G. McLane  
Signature: *Rodger G. McLane*  
Title: Panola County Judge  
PO Number: \_\_\_\_\_  
Date: March 12, 2024

## 1. PAYMENT AND TAXES

Payment terms are as follows unless special terms previously agreed: **Net 30 days from date of invoice (Commercial) and Due Upon Receipt (Residential)**. Hamm Mechanical, LLC reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Hamm Mechanical, LLC determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the payment term. In addition to the price, Customer shall pay Hamm Mechanical, LLC any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Hamm Mechanical, LLC with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

## 2. EXTRAS

Equipment, parts, or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's authorization, paid for as an extra at Hamm Mechanical, LLC's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

## 3. RETURNS

No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

## 4. WARRANTY

Hamm Mechanical, LLC does not warranty products, but it does pass on to Customer any transferrable manufacturer warranties for those products. Hamm Mechanical, LLC warrants that all service provided by Hamm Mechanical, LLC hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within thirty (30) days of completion of that service, Hamm Mechanical, LLC shall at its option re-perform or issue a credit for such service. Hamm Mechanical, LLC's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Hamm Mechanical, LLC shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Hamm Mechanical, LLC. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 5. WORKING HOURS

All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Hamm Mechanical, LLC's normal working hours unless otherwise agreed.

## 6. EXCLUSIONS

Hamm Mechanical, LLC 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. Hamm Mechanical, LLC 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 Hamm Mechanical, LLC's control. Hamm Mechanical, LLC 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, Hamm Mechanical, LLC, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Hamm Mechanical, LLC shall not be required to repair or replace equipment that has not been properly maintained.

## 7. WAIVER OF DAMAGES

Under no circumstances shall Hamm Mechanical, LLC be 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.

## 8. LIMITATION OF LIABILITY

Hamm Mechanical, LLC's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Hamm Mechanical, LLC under this Agreement.

## 9. HAMM MECHANICAL, LLC TERMINATION

Hamm Mechanical, LLC 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 Hamm Mechanical, LLC.

## 10. HAZARDOUS MATERIALS

Hamm Mechanical, LLC 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. If Hamm Mechanical, LLC encounters any asbestos or other hazardous material while performing this Agreement, Hamm Mechanical, LLC may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Hamm Mechanical, LLC's performance shall be extended accordingly, and Hamm Mechanical, LLC shall be compensated for the delay.

## 11. 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.



Quality Integrity Service  
318-828-2345