



*Facility & Product Temperature Management
Proactive Budget Control & Preventative Maintenance Specialists*

Snyder Intermediate

Proposed Project Agreement

Date:

4/21/2026

Proposal Number:

P04892

Prepared for:

Snyder Intermediate
3301 El Paso Avenue
Snyder, TX 79549

Prepared by:

Rick Collie

325-669-3021

r.collie@caryservices.com



Contract Holder: CP
Contract #22/049MF-04

PROJECT PROPOSAL

Company

Cary Services, Inc.
PO Box 5101
Abilene, Texas 79608

Proposal Date: 4/21/2026
Proposal Number: P04892

Bill To Customer

Snyder ISD
2901 37th Street
Snyder, TX 79549

Agreement Location

Snyder Intermediate
3301 El Paso Avenue
Snyder, TX 79549

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

Ref: Trane Chiller #1 Repairs

Model # RTAA 1254 XR01 A3D0 KBF Serial # U06C06978

Cary Services will check in with the customer upon arrival to go over the plans for the repair. We will coordinate with the school on a time we can have the chiller down. We will power the chiller down and lock out the power for safety. We will remove the refrigerant and oil from that circuit and remove the existing compressor. We will get the new compressor set in place and bolted up, and the filter core drier replaced. We will also get the suction and saturated temp sensors replaced as well. We will move to the condenser coil next and repair the refrigerant leak in the tube sheet. The copper is really worn in this tube sheet we have found one leak at his time. Once we get all that done, we will pressure test the installation and when it passes, we will put the machine on a vacuum pump overnight. We will add the new oil charge to that circuit and then recharge the circuit with new R-22 refrigerant. We will also replace the entering water temp sensor at this time. Once we get all these repairs done and the chiller is ready to be started, we will coordinate with the customer and get it turned back on. We will allow it to run for a while and verify proper amp draw and operation . Our tech will clean up the jobsite and check out with the customer once we are finished.

The lead time is 14 days currently.

OUR PRICE FOR THIS PROPOSAL IS\$52,957.19 (excluding taxes)

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. Snyder ISD, 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.

Cary Services, Inc

Snyder ISD

Signature (Authorized Representative)

Signature (Authorized Representative)

Rick Collie

Name (Print/ Type)

Name (Print/ Type)

325-669-3021

Title

Phone

4/21/2026

Date

Date

PO#

The following terms and conditions are incorporated into and a part of the agreement between Cary Services, Inc. and Snyder ISD (the "Agreement"):

1. Snyder ISD shall permit Cary Services, Inc. free and timely access to areas and equipment and allow Cary Services, Inc. to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Cary Services, Inc. normal working hours.
2. Cary Services, Inc. warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation, unless otherwise written in this proposal. If any replacement part or item of equipment proves defective, Cary Services, Inc. will extend to Snyder ISD the benefits of any warranty Cary Services, Inc. has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Snyder ISD expense and at the rates in effect. **CARY SERVICES, INC. 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. Cary Services, Inc. may invoice Snyder ISD on a monthly basis. Snyder ISD will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Cary Services, Inc. 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. **NOTICE: By signing this document, you are agreeing to the payment of a finance charge for amounts that become more than 30 days delinquent.** All amounts are due and payable in **FULL** upon completion of the work and/or receipt of an invoice or statement. After 30 days from the date of any work order, invoice or statement, any unpaid balances will be considered delinquent and shall be subject to a **FINANCE CHARGE** equal to One and one-half percent (1.50%) of the principal balance owed calculated each month until paid in full which is **an ANNUAL PERCENTAGE RATE** of interest equal to Eighteen percent (18%).
4. Snyder ISD shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. 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-material basis at Cary Services, Inc. rates then in effect) over the sum stated in this Agreement.
6. In the event of any judicial or other adversarial proceeding between the parties concerning this Agreement, the prevailing party shall be entitled to recover its attorney's fees and other costs in addition to any other relief to which it may be entitled.
7. In the event of a breach by Cary Services, Inc. of the terms of this Agreement, including without limitation Section 2, or in the event Snyder ISD incurs any liability in connection with the rendering of services by Cary Services, Inc., Snyder ISD 's sole remedy against Cary Services, Inc. shall be for Cary Services, Inc. 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 Snyder ISD the amount paid to Cary Services, Inc. under this Agreement, up to Snyder ISD direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Cary Services, Inc. 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 Snyder ISD to Cary Services, Inc. for those products or services. Further, in no event shall Cary Services, Inc. have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Cary Services, Inc. has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Cary Services, Inc. shall not be liable in respect of any decisions made by Snyder ISD as a result of Cary Services, Inc. services. Any action, regardless of form, against the Cary Services, Inc. relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.
8. Cary Services, Inc. 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 Cary Services, Inc. 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.
9. **TO THE FULLEST EXTENT PERMITTED BY LAW, Snyder ISD SHALL INDEMNIFY AND HOLD HARMLESS CARY SERVICES, INC., ITS AGENT AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S 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 Snyder ISD , OR ANYONE FOR WHOSE ACTS Snyder ISD MAY BE LIABLE, REGARDLESS OF WHETHER IT IS CAUSED IN PART BY THE NEGLIGENCE OF CARY SERVICES, INC.. FURTHER, AND NOTWITHSTANDING THE PRECEDING SENTENCE, CARY SERVICES, INC. SHALL BE HELD HARMLESS AND SHALL NOT BE LIABLE TO Snyder ISD FOR ANY CLAIMS, LIABILITIES, DAMAGES, LOSSES, AND EXPENSES RELATED TO MOLD OR TO THE CREATION OF MOLD AT Snyder ISD 'S LOCATION(S) AND SHALL HAVE NO OBLIGATION TO TREAT, IDENTIFY, OR REMOVE SUCH MOLD.**
10. Snyder ISD shall make available to Cary Services, Inc. personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
11. Cary Services, Inc. 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, Cary Services, Inc. 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, Cary Services, Inc. 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 Snyder ISD of such substances, wastes and materials.
12. This Agreement is between Cary Services, Inc. and Snyder ISD 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 Snyder ISD 's behalf, Cary Services, Inc. is not assuming any duty or obligation to any of Snyder ISD 's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Snyder ISD agrees to indemnify and hold Cary Services, Inc. harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including without limitation reasonable attorneys' fees) incurred by Cary Services, Inc. by reason of a claim brought against Cary Services, Inc. by any of Snyder ISD 's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Cary Services, Inc. on Snyder ISD 's behalf.
13. Each of the parties hereto is an independent Cary Services, Inc. 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.

14. 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 Cary Services, Inc. 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 Cary Services, Inc. agreeing to different terms. This Agreement shall not be assignable by Customer without the express prior written consent of Cary Services, Inc. This Agreement shall be governed by and construed in accordance with the laws of the State where Cary Services, Inc. headquarters are located, without giving effect to that State's conflicts of laws principles.

15. *Forum Selection; Jurisdiction; Venue; Choice of Law.* Snyder ISD **ACKNOWLEDGES THAT THIS AGREEMENT WAS SUBSTANTIALLY NEGOTIATED IN THE STATE OF TEXAS, THE AGREEMENT WAS SIGNED BY CARY SERVICES, INC., IN THE STATE OF TEXAS AND DELIVERED BY Snyder ISD IN THE STATE OF TEXAS, ALL PAYMENTS WILL BE DELIVERED IN THE STATE OF TEXAS AND THERE ARE SUBSTANTIAL CONTACTS BETWEEN THE PARTIES AND THE TRANSACTIONS CONTEMPLATED HEREIN AND THE STATE OF TEXAS. FOR PURPOSES OF ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT, THE PARTIES HERETO HEREBY EXPRESSLY SUBMIT TO THE JURISDICTION AND VENUE OF ALL FEDERAL AND STATE COURTS LOCATED IN TAYLOR COUNTY TEXAS. FURTHERMORE, Snyder ISD WAIVES AND AGREES NOT TO ASSERT IN ANY SUCH ACTION, SUIT OR PROCEEDING THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, THAT THE ACTION, SUIT OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT VENUE OF THE ACTION, SUIT OR PROCEEDING IN TAYLOR COUNTY, TEXAS, IS IMPROPER.**

16. *Waiver of Jury Trial and Punitive, Consequential, Special and Indirect Damages.* Snyder ISD **AND CARY SERVICES, INC., HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR ITS SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO. THIS WAIVER BY THE PARTIES HERETO OF ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY HAS BEEN ENGOTIATED AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN. FURTHERMORE, Snyder ISD HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES FROM CARY SERVICES, INC., AND ANY OF ITS OFFICERS, DIRECTORS OR EMPLOYEES. THE WAIVER BY Snyder ISD OF ANY RIGHT IT MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES HAS BEEN NEGOTIATED BY THE PARTIES HERETO AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN.**

17. The parties agree that, in the event that suit is filed by either of them based on or pertaining to this Agreement, they shall submit the dispute to mediation as described in the applicable section of the Texas Civil Practice and Remedies Code.

18. Snyder ISD recognizes that it may come into possession of information relating to the business of Cary Services, Inc., that is not available to the general public or that reasonably or logically may be considered to be confidential or proprietary ("Confidential Information"). Snyder ISD shall hold confidential and not use (except as necessary to perform its obligations under this Agreement) or disclose and will cause its employees, agents, directors and other representatives (collectively, the "representatives") to hold confidential all confidential information upon Cary Services, Inc.'s request, all such information will be returned to Cary Services, Inc., if in any physical medium.

19. Snyder ISD and Cary Services, Inc., shall be excused for the period of any delay in the performance of any obligations when prevented from so doing by causes beyond their control, including civil commotion, governmental regulations or controls, fire or other casualty, inability to obtain any material or services or acts of God.

20. Snyder ISD hereby waives any and all existing and future claims and offsets against any payments or other amounts due under this Agreement and agrees to pay such payments and other amounts due regardless of any offset or claim which may be asserted by Snyder ISD on its behalf, including, but not limited to, claims for repairs, maintenance or warranty.

21. No provisions of this Agreement shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.

22. Each party further agrees that it shall take any and all necessary steps, sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this Agreement. Each party shall refrain from taking any action, either expressly or impliedly, which would have the effect of prohibiting or hindering the performance of the other party to this Agreement. This Agreement and any exhibits attached hereto and incorporated herein contain the entire agreement of the parties. There are no representations, inducements, promises, agreements, arrangements, undertakings, oral or written, between the parties other than those expressly set forth in this agreement and duly executed in writing. No amendment of any kind shall be binding upon either party until the same had been made in writing and duly executed by both parties. On execution of this Agreement by all parties, all previous agreements, contracts, arrangements or undertakings of any kind relative to the matters contained in this Agreement are hereby canceled and all claims and demands not contained in this Agreement are deemed fully completed and satisfied.