

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement Between Owner and Contractor effective as of the 14 day of July in the year 2026.

BETWEEN the Owner:

HOPKINS COUNTY
118 Church Steet
Sulphur Springs, Texas 75482

AND the Contractor:

A&S AIR CONDITIONING, LLC
1095 Farm Road 2580
Sulphur Springs, Texas 75482

WHEREAS, Owner finds that the Contractor is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Owner's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. MATERIAL AND LABOR PROVIDED

The Contractor agrees to provide all of the material and labor required to perform the work for the following Project:

COMMERCIAL HVAC PREVENTATIVE MAINTENANCE SERVICES AND REPAIR FOR HOPKINS COUNTY, TEXAS

Provide all services included in attached EXHIBIT A - RFP# 2026-006 REQUEST FOR PROPOSAL.

The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.

The Architect: REFERS TO CONSULTANT

C R W ASSOCIATES, INC.
3878 County Road 4772
Sulphur Springs, Texas 75482



2. PAYMENT

The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of **TEN THOUSAND, ONE HUNDRED FORTY DOLLARS AND NO CENTS**

(**\$ 10,140.00**), in the following manner:

- 2.1 Four quarterly payments each based on 25% of Contract Price. Any additional fees set forth in attached EXHIBIT A RFP 2026-006 dated 06/30/26.
- 2.2 In the event that services for filter cleaning or replacement needed at the HOPKINS COUNTY DISTRICT COURTROOM AND HOPKINS COUNTY D/A - DISTRICT CLERK OFFICES exceeds quarterly maintenance. Contractor agrees to provide these services for **TWO HUNDRED SEVENTY DOLLARS AND NO/CENTS - \$270.00** and shall include both locations.
- 2.3 Labor rates shall be rates noted in EXHIBIT A RFP 2026-006 dated 06/30/26 with the exception of service call fees. All service call fees shall be **SIXTY DOLLARS AND NO/CENTS - \$60.00.**

3. COMPLETION OF WORK

The Contractor agrees to mobilize, commence work and finish work in timely manner.

4. MODIFICATIONS TO THE WORK

Covered in EXHIBIT A RFP 2026-006 dated 06/30/26.

5. ACCESS

The Owner, Owner's Representative and public authorities shall at all times have access to the work.

6. CONFORMITY WITH DRAWINGS AND SPECIFICATIONS

N/A

7. INSURANCE COVERAGE

The Contractor shall furnish the Owner with General Liability Insurance in the amount noted on the attached EXHIBIT A RFP 2026-006 dated 06/30/26.

8. DELAYS

N/A

9. INDEMNIFICATION

N/A

10. NO ASSIGNMENT

Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due or to become due, to him under the provisions of this agreement. OWNER reserves the right to cancel the Agreement with 30 days notice for non compliance of terms set forth in EXHIBIT A RFP 2026-006 dated 06/30/26.

11. GOVERNING LAW

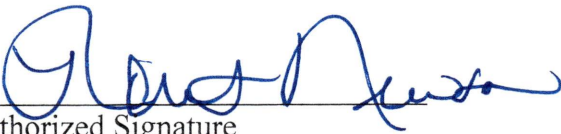
This Agreement shall be interpreted under the laws of the State of **TEXAS**.

12. ATTORNEY'S FEE

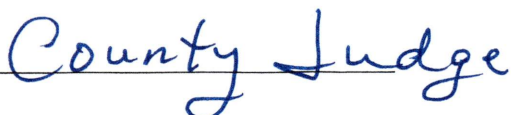
Attorney's fees and court cost shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OWNER

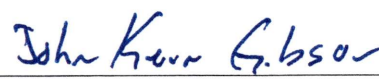

Authorized Signature

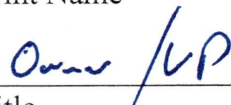

Print Name


Title

CONTRACTOR


Authorized Signature


Print Name


Title

RFP 2026-006**HVAC Preventative Maintenance Proposal Summary**

Vendor	Annual PM Cost	Billing	Regular Labor	After Hours	Holiday	Parts Markup	Trip/Service Fee	Notes
Williams A/C	\$24,679.00	Yearly	\$275/hr	\$350/hr	\$350/hr	40%	\$65 Handling Fee	Paperwork error – Affidavit not signed
Air Control (Emory, TX)	\$22,400.00	\$5,600 Quarterly	\$95/hr	\$125/hr	\$125/hr	10%	None Listed	All paperwork completed
Innovative Climate Control	\$43,094.96	Yearly	\$140/hr	\$207/hr	\$264/hr	45%	\$140 Trip Fee	All paperwork submitted
A&S Air	\$10,140.00	Yearly	\$90/hr	\$160/hr	\$160/hr	15%	\$60 Service Call OT Service Call: \$110 Holiday Service Call: \$160	All paperwork submitted

Proposal Cost Ranking

Rank	Vendor	Annual Cost
1 373	A&S Air	\$10,140.00 ✓
2 306	Air Control (Emory, TX)	\$22,400.00
3 Incomplete	Williams A/C	\$24,679.00
4 283	Innovative Climate Control	\$43,094.96

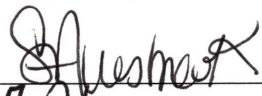
Evaluation Notes

- Williams A/C: Second-highest cost proposal. Paperwork deficiency due to unsigned affidavit.
 - Air Control: Complete proposal with competitive pricing, low labor rates, and the lowest parts markup (10%).
 - Innovative Climate Control: Highest-priced proposal with the highest parts markup (45%) and an additional trip fee.
- A&S Air: Lowest annual cost proposal, lowest standard labor rate, competitive after-hours pricing, and a 15% parts markup.

Certification

I hereby certify that the procurement process for **RFP 2026-006 – HVAC Preventive Maintenance Services** was conducted in accordance with applicable law and Hopkins County purchasing procedures. The Request for Proposals was properly advertised, the proposals were received and evaluated by the Hopkins County Commissioners Court, and this tabulation accurately reflects the proposals received.

Shannah Aulsbrook
County Auditor
Hopkins County, Texas

Signature: 
Date: 7-7-26