



Mr. James Stokes
City of Deer Park
710 E. San Augustine, Deer Park, TX 77536

RE: *Energy Savings Performance Contract, dated 06/07/2023 (“Contract”)*
TX City of Deer Park AMI PC 01 (“Project”)
Notification of Substantial Completion, Warranty Commencement and Owner Acceptance
of Work

Dear Mr. Stokes:

Performance Services, Inc. (“PSI”) is pleased to inform you that the Project was substantially completed on 07/08/2026 (the “Substantial Completion Date”). As of the Substantial Completion Date, the improvements were performing the functions for which they were intended, and the Owner was receiving beneficial use of the improvements.

The PSI Warranty on all improvements installed as part of the Project, unless otherwise noted, will expire on 07/07/2027, one (1) year after the Substantial Completion Date. Unless PSI is advised in writing of conditions to the contrary, PSI considers the Project to be accepted by the Owner and the PSI Warranty to be in effect as described herein.

The PSI Warranty terms and conditions per the Contract are as follows:

WARRANTY. PSI warrants that materials and equipment furnished by PSI will be of good quality and new; that the Work will be free from defects, and to the extent consistent with the standard of reasonable care and skill ordinarily used and exercised by contractors such as PSI in performing work for projects of the same type, kind, nature, complexity and size as the Project covered by this Contract, and as otherwise not inherent in the quality required or permitted; and that the Work will conform to the requirements of this Contract. PSI warrants that the Work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the date of Substantial Completion (“Warranty Period”). THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. During the Warranty Period, upon fourteen days (14) written notice from the Owner, PSI shall, at its option, repair or replace the defective Work. PSI’s warranty obligations shall lapse after the running of the Warranty Period. These warranties do not extend to any Work that has been repaired by others, abused, altered, misused, or that has not been properly and reasonably maintained. PSI shall not be responsible for damage to its work caused by others. Any repair work necessitated by such damage caused by others will be considered as an order for extra work. PSI will not be responsible for special, incidental, or consequential damages.

Nothing in the warranties provided herein are intended to limit any manufacturer’s warranty which provides Owner with greater warranty rights than set forth in this Section. Upon expiration of the Warranty Period, PSI will assign the rights to any manufacturer’s warranty and all other rights against manufacturers of materials and equipment and Owner accepts such assignment for all materials and equipment incorporated into the Work. The Owner agrees that after expiration of the Warranty Period, its sole remedy for defects or failure of materials or equipment is directly against such manufacturers and waives all rights against PSI for any defects or failures of such materials or equipment following Substantial



Completion. PSI will provide the Owner with all manufacturers' warranties upon expiration of the Warranty Period. However, PSI's failure to do so does not waive or modify this provision.

Owner is responsible to perform inspections, calibrations and other general maintenance tasks on equipment installed under the Contract, as described in the Proposal or in the manuals that accompanied the installed equipment. Service requests issued by Owner that are not covered by the PSI Warranty or other contracted services, shall be billed to the Owner at PSI's, or our subcontractors', standard time and material rates.

Thank you for investing your time and effort in helping us successfully implement this Project. Please notify me if you have any questions regarding the PSI Warranty or any other aspect of this Notice.

Performance Services, Inc.

City of Deer Park, TX

By: Joe Muldoon
Signature

Joe Muldoon – Vice President
Name/Title

By: James Stokes
Signature

James Stokes – City Manager
Name/Title