



6346 Harwick Drive □ Corpus Christi, Texas 78417
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TACLA20619E

Service Proposal

Proposal Number: QV0414028
Hidalgo County
3100 South Highway 281
Edinburg, Texas 78540

4/29/2014
Tips/Taps Contract # 2042414
Hidalgo County Vendor # 413046

Re: Replace 160 ton chiller on roof of Hidalgo County Administration Building

Mr. Daniel Flores:

Pro Tech Mechanical is pleased to provide this proposal for labor and material to:
Replace the York YCAS 160 ton screw chiller on the roof of the Hidalgo County Administration Building. Pro Tech Mechanical will replace the old York machine with a new McQuay air cooled scroll machine. Please see the attached description of equipment for specs on the machine. Pro Tech will disconnect the old York, remove it with a crane, and set the new McQuay in the same spot as the old machine. Pro Tech will connect the new machine to the existing power and piping connections. The old machine will be disposed of following EPA and local waste regulations. **PRICE WILL INCREASE 2% EFFECTIVE JUNE 1, 2014**

1. All work shall be performed in accordance with all applicable State and Local codes and standards.
2. All work to be performed by EPA certified technicians and executed in a professional workman like manner.
3. All equipment and material installed on this project shall be new and unused unless otherwise noted.
4. All work to be performed during normal business hours, Monday through Friday unless otherwise noted.
5. Other labor and material is excluded unless specifically mentioned in the above scope.
6. If the work is delayed or stopped at the request of the CUSTOMER or by third parties, additional charges may apply.

Exclusions: Controls and building system automation by others.

Labor: \$7,440.00

Materials: \$104,210.00

Total investment for this service is: **(\$111,650.00) One Hundred Eleven Thousand Six Hundred Fifty Dollars and No Cents.** All applicable Freight and Taxes are excluded and will be billed in addition to the proposed price. All prices are firm for thirty-30 days.

Thank you for the confidence that you have shown in Pro Tech Mechanical by requesting this proposal. We sincerely appreciate the opportunity to provide these services for your organization. Should you have any questions about this proposal or any other request please call us at 361-882-2101 or e-mail me at hank@protechmech.com

Regards,

Hank Troppy
Pro Tech Mechanical, Inc.

Acceptance of Proposal -The undersigned affirm that they have read and understand the entire PROPOSAL AGREEMENT and agree to abide by the above prices, specifications and conditions. You are authorized to do the work as specified according to the above scope. Payment will be made as outlined above. Pro Tech Mechanical will warranty all parts per the standard manufacturers warranty and labor will be warranted for 90 days.

Execution by Authorized Representative: _____

Regulated by the Texas Department of Licensing and Regulation, PO Box 12157 Austin, TX 78711, 800-803-9202, 512-463-6599.

Service Contract

This AGREEMENT entered into by and between:

Hidalgo County

Hereinafter referred to as "CUSTOMER"

AND

Pro Tech Mechanical, Inc.

Service	4/29/2014	QV0414028
Proposal Type	Date	Proposal Number

✦ This AGREEMENT shall be administered by Pro Tech Mechanical's office presently located at:
Pro Tech Mechanical, Inc.
6346 Harwick Drive
Corpus Christi, Texas 78417

✦ The service(s) and/or parts to be provided at the following CUSTOMER location(s):
Hidalgo County Administration Building
100 E. Cano St.
Edinburg, Texas 78540

SCOPE OF SERVICE to be provided by Pro Tech Mechanical in accordance with the following description:

✦ Including any attachments indicated (with an 'x') below N/A is Not Applicable)

PROPOSAL DATED: 4/29/2014
 SCOPE OF SERVICE Page(s)
 Other attachments

The AGREEMENT PRICE is: **(\$111,650.00) One Hundred Eleven Thousand Six Hundred Fifty Dollars and No Cents**, excluding applicable freight & taxes. This price is based on normal working hours, Monday through Friday, unless otherwise stated herein. If the work is delayed or stopped at the request of the CUSTOMER or requirements of third parties, additional charges will be applicable.

The undersigned affirm that they have read and understand the entire AGREEMENT including the Terms and Conditions appearing below.

Execution by Authorized Representatives:

SUBMITTED BY: Hank Troppy

DATE: 4/29/2014

CUSTOMER ACCEPTANCE: P.O. # _____

_____	Pro Tech Mechanical, Inc.
COMPANY	
_____	Hank Troppy
CUSTOMER NAME	
_____	Account Executive
TITLE	

_____	4/29/2014	_____	4/29/2014
Customer Acceptance (signature)	Date	PRO TECH MECHANICAL (signature)	Date

Description of Unit

McQuay AGZ160D Series Air Cooled Package Chiller complete with the following:

- Copeland Compliant scroll type compressors – dual circuits, 6 steps unloading, R-410a refrigerant
- Roto-lock compressor couplings
- DX shell and tube evaporator, ASME construction with ¾” insulation, dual circuits
- Copper condenser coil with aluminum fins and integral sub cooler
- Direct drive, prop type condenser fans with 3 ph. TEAO motors
- Microprocessor controller with control XMFR
- 460/3/60, single point power, MCA = 347, MOCP = 400
- 1 year total parts warranty
- 2nd to 5th year compressor parts only warranty
- Louvered hail guards
- Phase and under/over voltage protection
- Paddle type flow switch, field installed
- R-I-S isolators, field installed
- **UNIT INCLUDES COATED COILS**

Price Breakdown

Equipment:	\$96,191.66
Parts and Material:	\$ 4,846.12
Labor:	\$ 7,440.00
Warranty:	\$ 983.00
Buyboard Participation Cost:	<u>\$ 2,189.22</u>
Total:	\$111,650.00

PRO TECH MECHANICAL, INC TERMS AND CONDITIONS OF SALE

- 1. PAYMENT AND TAXES--** Payment shall be made 1.25% 10/net 30 days from date of invoice. Pro Tech Mechanical, Inc reserves the right to require cash payment or other alternative method of payment prior to completion of work if Pro Tech Mechanical, Inc determines, in its sole discretion, that Buyer or Buyer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the Agreement price, the Customer shall pay Pro Tech Mechanical, Inc any applicable taxes or government charges which may be required in connection with the service or material furnished under this Agreement.
- 2. WORKING HOURS--** All services performed under this Agreement including major repairs, are to be provided during Pro Tech Mechanical, Inc's normal working hours unless otherwise agreed.
- 3. ADDITIONAL SERVICE-** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Pro Tech Mechanical, Inc's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
- 4. EXCLUSIONS--** Pro Tech Mechanical, Inc 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. Pro Tech Mechanical, Inc 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, or any other cause beyond Pro Tech Mechanical, Inc's control.

Pro Tech Mechanical, Inc is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, or products or materials containing asbestos or similar hazardous substances. In the event that Pro Tech Mechanical, Inc encounters any asbestos product or any hazardous material in the course of performing its work, Pro Tech Mechanical, Inc may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. Pro Tech Mechanical, Inc shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.

Pro Tech Mechanical, Inc 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, Pro Tech Mechanical, Inc, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Pro Tech Mechanical, Inc shall not be required to repair or replace equipment that has not been properly maintained.
- 5. WARRANTY--** Pro Tech Mechanical, Inc warrants that all service provided under this Agreement shall be performed in a workmanlike manner. Pro Tech Mechanical, Inc also warrants all Pro Tech Mechanical, Inc parts or components supplied hereunder to be free from defects in material and workmanship. For parts or components determined to be defective within one year from date of installation or before the termination date of this Agreement, whichever is earlier, and in the case of service, determined to be defective within ninety (90) days of completion of that service, Pro Tech Mechanical, Inc shall at its option repair, replace, or issue a credit, for any such parts, components or service, provided they were not damaged, abused, or affected by chemical properties. Any claim for defective workmanship must be provided to Pro Tech Mechanical, Inc in writing. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Pro Tech Mechanical, Inc's obligation to repair, replace, or issue credit for any defective parts, components or service shall be Customer's exclusive remedy.
- 6. PROPRIETARY RIGHTS--** During the term of this Agreement and in combination with certain services, Pro Tech Mechanical, Inc will retain all rights to Advanced Chiller Technology software and it shall remain the personal proprietary property of Pro Tech Mechanical, Inc. Customer shall not acquire any interest, title or equity in any software, processes, and other intellectual or proprietary rights to devices which are used in connection with providing installation or service on this software.
- 7. DELAYS--** Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.

- 8. CUSTOMER RESPONSIBILITIES–** Customer shall:
- Provide a safe work environment.
 - Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
 - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
 - Promptly notify Pro Tech Mechanical, Inc of any unusual operating conditions.
 - Upon agreement of a timely mutual schedule, allow Pro Tech Mechanical, Inc to stop and start equipment necessary to perform service.
 - Provide adequate water treatment.
 - Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
 - Where Pro Tech Mechanical, Inc's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
 - Operate the equipment properly and in accordance with instructions.
- 9. EQUIPMENT CONDITION & RECOMMENDED SERVICE–** In the event Pro Tech Mechanical, Inc recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Pro Tech Mechanical, Inc shall not be responsible for any equipment or control failures, operability or any long-term damage that may result.
- 10. CUSTOMER TERMINATION–** Customer shall have the right to terminate this Agreement for Pro Tech Mechanical, Inc's non-performance provided Pro Tech Mechanical, Inc fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Pro Tech Mechanical, Inc shall have free access to enter Customer locations to disconnect and remove any Pro Tech Mechanical, Inc personal proprietary property or devices as well as remove any and all Pro Tech Mechanical, Inc-owned parts, tools and personal property. Additionally, Customer agrees to pay Pro Tech Mechanical, Inc for all incurred but unamortized service costs performed by Pro Tech Mechanical, Inc including overheads and a reasonable profit.
- 11. PRO TECH MECHANICAL, INC TERMINATION–** Pro Tech Mechanical, Inc 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 Pro Tech Mechanical, Inc.
- 12. LIMITATION OF LIABILITY–** Under no circumstances shall Pro Tech Mechanical, Inc be held 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. Pro Tech Mechanical, Inc shall be liable for damage to property, other than the equipment provided under this Agreement, and to persons, to the extent that Pro Tech Mechanical, Inc's negligent acts or omissions directly contributed to such injury or property damage. Pro Tech Mechanical, Inc's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Pro Tech Mechanical, Inc under this Agreement, subject to right of removal and return of equipment provided under this Agreement to Pro Tech Mechanical, Inc.
- 13. CLAIMS–** Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.
- 14. GOVERNMENT PROCUREMENTS-** Pro Tech Mechanical, Inc offers standard commercial items, which may not comply with Government specifications. Pro Tech Mechanical, Inc does not comply with the Cost Accounting Standards (CAS) or with the Federal Acquisition Regulations (FAR). In no event shall Pro Tech Mechanical, Inc provide any Cost or Pricing Data in connection with this Agreement or subsequent modifications.
- 15. SUPERSEDURE, ASSIGNMENT and MODIFICATION-** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Pro Tech Mechanical, Inc's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.
- 16.** Customer agrees not to hire or attempt to hire any of Pro Tech Mechanical's employees during this agreement term or within one year of the last date of the last invoice to the customer.

