



6346 Harwick Drive □ Corpus Christi, Texas 78417
Phone 361-882-2101 □ Fax 361-882-2154
TACLA20619E

Service Proposal

Proposal Number: QV0616009
Hidalgo County
3100 South Highway 281
Edinburg, Texas 78540

8/9/2016
Buy Board Contract # 461-14
Tips/Taps Contract # 2042816
Hidalgo County Vendor # 413046

Re: Install 160 ton chiller on Annex 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. See scope of work on page 3. **Price of controls connection is included in this bid price.**

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: Work other than stated above, **Controls by Automated Logic.**

Total investment for this service is: **(\$111,325.00) One Hundred Eleven Thousand Three Hundred Twenty Five 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 eddie@protechmech.com

Regards,

Eddie Guerra
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	8/9/2016	QV0616011
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 Hidalgo County Annex Building
3100 South Highway 281
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: 8/9/2016
 SCOPE OF SERVICE Page(s)
 Other attachments

The AGREEMENT PRICE is: **(\$111,325.00) One Hundred Eleven Thousand Three Hundred Twenty Five 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: Eddie Guerra

DATE: 8/9/2016

CUSTOMER ACCEPTANCE: P.O. # _____

COMPANY

Pro Tech Mechanical, Inc.

CUSTOMER NAME

Eddie Guerra

TITLE

Account Executive

Customer Acceptance (signature) Date

PRO TECH MECHANICAL (signature) Date

8/9/2016

Description of Unit

McQuay AGZ161E 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
- All aluminum microchannel condenser coil with integral subcooler
- 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
- Bottom guard or wire type bird netting
- Factory Field Start-up from the manufacturer.
- Phase and under/over voltage protection
- **BACnet control card** to interface with Automated Logic
- Paddle type flow switch, field installed
- R-I-S isolators, field installed
- **UNIT INCLUDES Factory Electrofin COATED COILS**
- **Connected to controls by Automated Logic, included in this price.**

This is a turn key operation and the install includes all insulation necessary to properly cover all piping between the chiller and the building that will be involved in the installation.

Precautions to protect the new TPO roof, such as blankets, welding blankets, fire extinguishers, etc. will be used to protect the roof.

The chiller will be shipped from the factory pre-charged with refrigerant. Pro Tech will provide any additional refrigerant needed to complete the install and operation of the chiller, up to the point of start-up and release from the manufacturer.

Break Down:

Line item 8 Skilled labor: (203hrs @ \$95.00 Hour)	\$19,285.00
Line item 9 all other labor: (112hrs @ \$95.00 Hour)	\$10,640.00
All Equipment	\$83,061.22
2% Off Equipment	(\$1,661.22) – sub of equip \$81,400.00
Job Total	\$111,325.00

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.



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[Dqqlwrqdd#Uhrxufhv](#)
Vendor Name: Pro Tech Mechanical

Address: 6346 Harwick Dr.
 Corpus Christi, TX 78417

Phone Number: (361) 882-2101

Email: dan@protechmech.com

Website: <http://www.protechmech.com>
Federal ID: 74-2957881

Contact: Dan Whiteside

Accepts RFQs: Yes

Minority Owned: No

Women Owned: No

Service-Disabled Veteran Owned: No

EDGAR: No

Contract Name: Trade Services and Labor for Electrical, Plumbing, and HVAC

Contract#: 461-14

Effective Date: 11/01/2014

Expiration Date: 10/31/2017

Payment Terms: Net 30 days

Delivery Days: 5

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: All Texas Regions

States Served: Texas

Quote Reference Number: 461-14

Return Policy: Manufacturer's warranty

Additional Dealers: Pro Tech Mechanical, Harlingen TX

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)
Proposal Documents: [Click to view BuyBoard Proposal Documents](#)
Regulatory Notice: [Click to view Bonding Regulatory Notice](#)
Construction Services Advisory: [Click to view the Construction Related Goods and Services Advisory](#)

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Administration RFQ Purchase Order

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Search Results

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Show 25 results

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Vendor	Description	Pricing Sheet	Price	Qty	Add to Cart
Pro Tech Mechanical	HVAC Labor, Unskilled hourly labor rate. Line Item 7	N/A	\$65.00	<input type="checkbox"/>	Add Show Details
Pro Tech Mechanical	HVAC Labor, Skilled hourly labor rate. Line Item 8	N/A	\$95.00	<input type="checkbox"/>	Add Show Details
Pro Tech Mechanical	All Other HVAC Labor hourly rate. Line Item 9	N/A	\$95.00	<input type="checkbox"/>	Add Show Details
Pro Tech Mechanical	2% Discount off Pro Tech Mechanical Pricelist for All Equipment. Line Item 11	N/A	\$0.00	<input type="checkbox"/>	Add Show Details
Pro Tech Mechanical	15% Discount off Pro Tech Mechanical Pricelist for All Supplies & Materials. Line Item 10	N/A	\$0.00	<input type="checkbox"/>	Add Show Details

Showing 1 to 5 of 5 entries

First Previous 1 Next Last

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Re: ProTech Mechanical Proposal Concerns

From : Daniel Flores <daniel.flores@co.hidalgo.tx.us> Thu, Aug 18, 2016 04:17 PM
Subject : Re: ProTech Mechanical Proposal Concerns  1 attachment
To : Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>
Cc : Seferino Garza <seferino.garza@co.hidalgo.tx.us>

Thank you, then the project is good to go.

From: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
To: "Daniel Flores" <daniel.flores@co.hidalgo.tx.us>
Cc: "Seferino Garza" <seferino.garza@co.hidalgo.tx.us>
Sent: Thursday, August 18, 2016 1:44:52 PM
Subject: Fwd: ProTech Mechanical Proposal Concerns

Mr. Flores,

Here's the response regarding your concerns - coated coils and evacuation of refrigerant. Please respond with either any other concerns or with your approval to proceed.

Thank You,

Rudy Salinas
Procurement Manager
Phone: 292-7000 Ext: 4875

From: "Tim Bradshaw" <timb@protechmech.com>
To: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
Cc: "Eddie Guerra" <eddie@protechmech.com>
Sent: Thursday, August 18, 2016 1:30:11 PM
Subject: RE: Proposal Concerns

Mr. Salinas,

The revision on the proposal that I last sent to you have in capital letters on page 3 (**it's in the, Description of Unit**) stating that the coils are coated. That was a revision you requested.

Pro Tech as always, removes all refrigerant from chillers changed out. It is the responsibility of the HVAC contractor to account for all refrigerant. The last chiller that we placed on the same building was also set on an Hidalgo trailer and moved by Hidalgo county personnel. We were expecting that same course of action with this chiller. Pro Tech will only set the chiller on an Hidalgo trailer if the trailer is on site at the time of the change out. Pro Tech will not transport the old chiller to another location for Hidalgo trailer use.

Thanks for asking for clarification of these issues.

Tim Bradshaw

Account Representative

Pro Tech Mechanical – Valley

timb@protechmech.com

cell 956-789-2224

office 956-230-1584

fax 956-230-1586

www.protechmech.com



From: Rudy Salinas [mailto:rudy.salinas1@co.hidalgo.tx.us]

Sent: Wednesday, August 17, 2016 10:01 AM

To: Tim Bradshaw

Cc: Eddie Guerra

Subject: Proposal Concerns

Importance: High

Mr. Bradshaw, Good Morning!

After a closer review of your proposal, I would like to confirm that the following specifications are included on your proposal:

1. Coils are coated.
2. ProTech will evacuate the freon from the existing chiller system and will load it onto a county trailer for removal.

If it was included but inadvertently omitted from your proposal, please update and re-submit as soon as possible.

Thank You,

Rudy Salinas, Procurement Manager

Hidalgo County Purchasing Department

2808 South Business Highway 281

Edinburg, Texas 78539

Phone: 956-318-2626 Ext: 4875

Email: rudy.salinas1@co.hidalgo.tx.us



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4 KB

HIDALGO COUNTY QUOTE TABULATION

DATE: 8/25/2016

REQUISITION NO: 304735


DEPARTMENT: Facilities Mgmt-Annex III Bldg

VENDOR NAME:	Trane	Protech	Carrier
	US Communities 15-JLP-023	BuyBoard 461-14	BuyBoard 458-14
Contact:	Tony Moncada 648-5002	Eddie Guerra 361-882-2102	Anthony Galvan 956-566-0317

QTY	DESCRIPTION	QUOTED PRICE	TOTAL	QUOTED PRICE	TOTAL	QUOTED PRICE	TOTAL
1	150-160 Ton Water-Cooled Chiller	\$68,599.00	\$68,599.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Electrical Service	\$0.00	\$0.00	\$0.00	\$0.00	\$16,500.00	\$16,500.00
1	Crane Service	\$0.00	\$0.00	\$0.00	\$0.00	\$12,400.00	\$12,400.00
1	Pipefitter/Welder Service	\$0.00	\$0.00	\$0.00	\$0.00	\$17,095.00	\$17,095.00
1	Insulation	\$0.00	\$0.00	\$0.00	\$0.00	\$8,500.00	\$8,500.00
1	Labor to Synchronize Controller	\$0.00	\$0.00	\$0.00	\$0.00	\$6,500.00	\$6,500.00
1	Equipment Start Up Service	\$3,851.00	\$3,851.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Installation Labor (Including Overtime)	\$6,053.60	\$6,053.60	\$0.00	\$0.00	\$0.00	\$0.00
1	Installation - Labor & Chiller	\$0.00	\$0.00	\$0.00	\$0.00	\$112,500.00	\$112,500.00
1	Miscellaneous Material	\$73,596.40	\$73,596.40	\$0.00	\$0.00	\$0.00	\$0.00
1	Chiller Turnkey Replacment	\$0.00	\$0.00	\$111,325.00	\$111,325.00	\$0.00	\$0.00
			\$0.00		\$0.00		\$0.00
GRAND TOTAL:		\$152,100.00		\$111,325.00		\$173,495.00	
Warranty T & C:		1 Year Parts & Labor		1 Year Parts (90 Days-Svc)		1 Year Parts (90 Days-Svc)	

Zimbra**rudy.salinas1@co.hidalgo.tx.us**

House Bill-1295 Form Requestonline

From : Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us> Thu, Aug 25, 2016 10:13 AM
Subject : House Bill-1295 Form Requestonline  1 attachment
To : Tim Bradshaw <timb@protechmech.com>
Cc : Eddie Guerra <eddie@protechmech.com>

Mr. Bradshaw, Good Morning!

I'm formally requesting a notarized 1295 form from Protech to include the following information in section three:

"BuyBoard Contract#461-14; Req#304735; HVAC Chiller & Other Related Equipment, Supplies, and Service"

I have attached an informational packet that provides House Bill 1295 Information just in case you may not be familiar with this requirement. Please fill out the form online, print it, notarize it, and then email it back to me as soon as you can so we can continue with the approval process.

Thank You,

Rudy Salinas, Procurement Manager

Hidalgo County Purchasing Department
2808 South Business Highway 281
Edinburg, Texas 78539
Phone: 956-318-2626 Ext: 4875
Email: rudy.salinas1@co.hidalgo.tx.us

 **HB1295_Info-Packet_Revised.pdf**
719 KB

SAM Search Results
List of records matching your search for :
Functional Area: Entity Management
Record Status: Active
Entity Name: pro tech

Location 1 - State: TEXAS

ENTITY Pro Tech Mechanical, Inc.	Status:Active
DUNS: 877062120 +4:	CAGE Code: 1TDX8 DoDAAC:
Expiration Date: Jan 3, 2017	Has Active Exclusion?: No Delinquent Federal Debt?: No
Address: 6346 HARWICK DR	State/Province: TEXAS
City: CORPUS CHRISTI	Country: UNITED STATES
ZIP Code: 78417-3201	



Quote Number: 03-563407-16-006
Us Communities Co-op Contract Number: USC 15-JLP-023

Trane U.S. Inc. dba Trane
1240 North Vo Tech Drive
Weslaco, TX 78596
Phone:
Fax: (956) 969-0769
Service Contact: (210) 516-1753

July 18, 2016

Daniel Flores
Operations Manager
Hidalgo County of Facilities Manag
3800 South Business 281
EDINBURG, TX 78539 U.S.A.
(956) 289-7850

Site Address:
Hidalgo County
100 East Cano
EDINBURG, TX 78539
United States

Attention: Daniel Flores

Project Name: Hidalgo Co Annex Bldg Replace York Chiller 2016
Quote Number: 03-563407-16-006 **Co-op Contract Number:** USC 15-JLP-023

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

**Trane proposes to replace one (1) York chiller at the location listed above.
Parts and labor are included in this proposal.**

Equipment List

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Chiller	1	York	YCAS0160EC46	RGMM006182	CH#2

Scope of Service

Recover the refrigerant
Lock and tag out electrical
Disconnect High Voltage electrical wiring from unit
Disconnect control wiring (**By AutomatedLogic**)
Secure chilled water pumps
Lock and tag chilled water pumps
Close chilled water valves (**Trane will not be responsible if valves don't hold**)
Disconnect chilled water piping from existing chiller
Using a crane remove existing chiller (**Customer will dispose of chiller to be removed**)
Using a crane set new Trane Chiller in place
Modify and connect existing chill water lines to new Trane Chiller
Modify and connect existing electrical to new Trane Chiller
Connect existing controls to new Trane Chiller (**By AutomatedLogic**)
Insulate chill water line that was removed during installation
Open chill water isolation valves
Remove lock and tag out on electrical and control wiring
Start chiller and check for proper operation

Equipment Information:

Tag(s)	Qty	Description
CH-1	1	RTAC155 Ton ACC

Air cooled Series R(TM) model RTAC
460v / 60 hz / 3 ph
High efficiency
C/UL listing
ASHRAE 90.1 all versions up to 2010, AHRI certified
Standard 40-60F leaving, with evaporator heaters
2 pass arrangement, 0.75" insulation
Performance based on water
Standard ambient temperature range
CompleteCoat aluminum fins
Condenser fans with TEAO motors
Wye-delta closed transition starter
Dual point connection main line unit power-ancillary items require other power
Terminals only
BACnet interface
Elastomeric Isolators
Default Amp short circuit rating
Factory installed flow switch - for use when evap fluid type = water
Refrigerant isolation valves
Startup Included - Trane Service must start equipment for warranty to be honored
Architectural louvered panels
1st Year Refrigerant, Parts, and Labor Warranty

Notes:

- 1) This job will be performed during regular hours
- 2) The customer will dispose of the chiller to be remove
- 3) Trane will not be responsible if valves don't hold

Exclusions:

1) Disposal of the chiller to be removed

Labor Regular Time 32 X \$108.10.....	\$3,459.20 USD
Labor Over Time 16 X 162.15.....	\$2,594.40 USD
Equipment List Price \$217,747 X .31054=.....	\$68,599.00 USD
Equipment Start Up=.....	\$3,851.00 USD

Pricing and Acceptance

Total Price:	\$152,100.00 USD
Adder Price 2 - 5 year parts, labor and refrigerant warranty:	\$6,935.00 USD

Clarifications

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from July 18, 2016.

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Tony Moncada
Account Manager
Cell: (956) 648-5002

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name
Title _____
Purchase Order _____
Acceptance Date _____
Trane License Number:

TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Trane’s performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon the Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counter-offer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company’s counter-offer will be deemed accepted. Customer’s acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Services rendered by Company to the date of cancellation.

3. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer’s account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer’s right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

4. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer’s account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

5. Services Fees and Taxes. Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company’s regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due.

6. Payment. Payment is due upon receipt of Company’s invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

7. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

8. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer’s request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

9. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer’s expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

10. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

(a) Any guarantee of room conditions or system performance;

(b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;

(c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;

(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement (“Pre-Existing Conditions”) including, without limitation, damages, losses, or expenses involving a Pre-Existing

Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

11. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations.

Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

15. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the

foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

18. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

20. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (1114)
Supersedes 1-10.48 (0614)



July 18, 2016

Daniel Flores
Director Buildings & Grounds
HIDALGO COUNTY CENTRAL OFFICES
1304 S 25TH AVE
EDINBURGTX,785427205

Re: Hidalgo County Replace York Chiller at Courthouse Annex III Building

Carrier Commercial Service is more than just a service company. We offer the most comprehensive commercial HVAC service programs in the industry and help customers achieve bottom-line savings by ensuring their systems are operating at peak performance and that they are taking advantage of today's latest energy-saving technologies.

As a fully qualified commercial service company, we are qualified to perform preventative maintenance, repair service, warranty and shut-downs on all commercial HVAC equipment. Our service technicians are trained and certified to work on HVAC equipment in accordance with the most stringent safety standards.

Carrier Corporation is willing to use the attached Contract as the basis for developing a definitive, binding agreement acceptable to both parties; however, certain changes and clarifications need to be included. Accordingly, this bid shall be binding at such time as such clarifications and changes are mutually developed and accepted. It is, therefore, understood that no order issued pursuant to the attached proposal shall be binding until duly accepted by an authorized representative of Carrier Corporation.

Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

A handwritten signature in black ink that reads "Anthony J. Galvan". The signature is written in a cursive style.

Anthony J. Galvan
Sales Rep
Carrier Corporation



Address 4417 Dillon Lane, Suite 46
 Corpus Christi, Texas, 78415
 Phone (956) 566-0317
 Fax (956) 618-3604
 E-mail anthony.galvan@carrier.utc.com

Contact Name Daniel Flores
 Account HIDALGO COUNTY CENTRAL OFFICES
 Phone (956) 289-7850
 Site Address 1304 S 25TH AVE
 EDINBURG, TX, 785427205

Estimate Date 07/18/2016
 Quote Number 00277421

Job Description Hidalgo County Replace York Chiller at Courthouse Annex III Building

Scope of Work

Scope of Work: Turnkey removal of York Chiller, Model # YCAS0160EC46YGADBT with Serial # RGMM006182 and includes installation of New 160 Ton Chiller and disposal of old Chiller. Crane services to be conducted on Saturday with coordination and all other services to be performed M-F between 8am-5pm.

Itemized Description of Project:

Demolition (old chiller): Included in Installation (new chiller) price below
Removal (old Chiller): Included in Installation (new chiller) price below (To be provided to customer for disposal)
Installation (new chiller): \$112,500.00
Crane Services: \$12,400.00
Electrical: \$16,500.00
Pipe welding and fabrication: \$17,095.00
Insulation: \$8,500.00
Factory Field Start up: Included in Installation (new chiller) pricing above
Hail Guards: Included in Installation (new chiller) pricing above
Bottom guard or wire type: Included in Installation (new chiller) pricing above
Coated coils: Included in Installation (new chiller) pricing above
Refrigerant:
Subcontract automatic logic: \$6,500.00
Warranty on parts, labor, and refrigerant: Factory startup with first year parts and CCS labor warranty
Extended Warranty on parts, labor and refrigerant: 2nd through 5th year compressor parts only warranty

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Total Quoted Price

Buy Board Number 458-14

Total Price for Scope of Work excluding applicable taxes:

\$173,495.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Anthony J. Galvan

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

The attached Terms & Conditions shall govern.

CARRIER CORPORATION

TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES- Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement. If the Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents.
2. EXTRAS- Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra 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. SHIPMENT- All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.
5. PARTIAL SHIPMENT- Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.
6. DELAYS- Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.
7. WARRANTY- Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier 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 Carrier.

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.

8. WORKING HOURS- All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.
9. 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 Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
10. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:
 - Provide safe and reasonable equipment access and 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 Carrier of any unusual operating conditions.
 - Upon agreement of a timely mutual schedule, allow Carrier 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 Carrier'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.

- Promptly address any issues that arise related to mold, fungi, mildew or bacterial
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

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

12. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) – Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier 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, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

13. PROPRIETARY RIGHTS (Service Contracts only)- During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

14. WAIVER OF DAMAGES- Under no circumstances shall Carrier 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.

15. LIMITATION OF LIABILITY- Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the Agreement.

16. CANCELLATION- Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

17. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE – Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier 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, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

18. CARRIER TERMINATION – Carrier 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 Carrier.

19. CLAIMS- Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

20. GOVERNMENT PROCUREMENTS- The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARS, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

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21. HAZARDOUS MATERIALS- Carrier 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 Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier 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 Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

22. 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.

23. SUPERSEDE, 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 Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

24. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

25. FOR WORK BEING PERFORMED IN CALIFORNIA: Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.