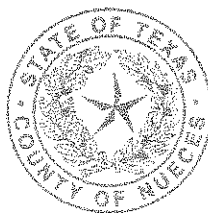


County of Nueces

Department of Public Works

County Roads and Bridges
Engineering Services
Environmental Enforcement
Facilities Management
9*1*1 Addressing Program

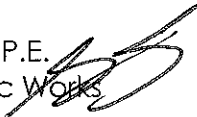


Glen R. Sullivan, P.E.

Director of Public Works
Nueces County Engineer

MEMORANDUM

TO: Elsa N. Saenz
Purchasing Agent

FROM: Glen R. Sullivan, P.E.
Director of Public Works 

RE: HVAC Filter Replacement Agreement

DATE: June 18, 2013

Attached are the HVAC Filter Replacement Agreement quotes for Nueces County buildings. TL Mechanical was invited to quote but no quote was received. We recommend selecting American Filtration.

If you have any questions or comments, please contact Mario Garza at extension 0804.

Attachments



NUECES COUNTY SERVICE PROPOSAL FOR 2013-2014

DETAILED HVAC FILTER LIST ENTIRE COUNTY

Days Date: 13 May 2013

DEPARTMENT	Size	Type	Qty	Mnthly	Qtrly	S-Annual	Annual	EACH	INVOICE AMT	ANNUAL	
										TOTAL	
1440	16 x 25 x 1 [4 ea]	Ronnie H. Polston Building	16 x 25 x 1	P	4						
	20 x 25 x 1 [2 ea]	10110 Compton CC Tx 78418 [Flour Bluff]	20 x 25 x 1	P	2			\$5.65	\$6.75	\$144.40	
1450	20 x 20 x 1 [4 ea]	Bill Bode Building 11408 Leopard St CC TX 78410	20 x 20 x 1	P	4				Minimum	\$23.00	\$92.00
1460	15 x 20 x 2 [101 ea]	Juvenile Bootcamp									
	16 x 25 x 2 [42 ea]	2310 Golihar CC TX 78415									
	20x25x2 (4)	RTAHU - 1 - Dayroom Area - 4A	16 x 20 x 2	P	6				\$5.50		
		RTAHU - 2 - Dayroom Area - 4B	16 x 20 x 2	P	6				\$5.50		
		RTAHU - 3 - Dayroom Area - 4C	16 x 20 x 2	P	6				\$5.50		
		RTAHU - 4 - Dayroom Area - 3A	16 x 20 x 2	P	6				\$5.50		
		RTAHU - 5 - Dormitory Area - 3B	16 x 20 x 2	P	6				\$5.50		
		RTAHU - 6 - Dormitory - 222	16 x 20 x 2	P	6				\$5.50		
		RTAHU - 7 - Dormitory - 226	16 x 20 x 2	P	6				\$5.50		
		RTAHU - 8 - Passive Dayroom - 206	16 x 20 x 2	P	6				\$5.50		
		RTAHU - 9 - Admin Area	16 x 20 x 2	P	10				\$5.50		
			16 x 25 x 2	P	10				\$6.00		
		RTAHU-10 - Open Inv. & Visitation	16 x 20 x 2	P	10				\$5.50		
			16 x 25 x 2	P	10				\$6.00		
	RTAHU - 11 - Control Room CP-3 & D. R. 3	16 x 20 x 2	P	10				\$5.50			
		16 x 25 x 2	P	10				\$6.00			
	AHU - 1 - Control Room CP-1 & D. R. 4	16 x 25 x 2	P	6				\$6.00			
	AHU - 2 - Control Room CP-2 & D.R. 2	16 x 25 x 2	P	6				\$6.00			
	AHU - CP - Central Plant Room	16 x 20 x 2	P	6				\$5.50			
	FCU - 1 - Classroom # 1	16 x 20 x 2	P	1				\$5.50			
	FCU - 2 - Classroom # 2	16 x 20 x 2	p	1				\$5.50			
	FCU - 3 - Classroom # 4	16 x 20 x 2	p	1				\$5.50			
	FCU - 4 - Library /Computer Lab	16 x 20 x 2	p	2				\$5.50			
	FCU - 5 - Classroom # 7	16 x 20 x 2	p	1				\$5.50			
	FCU - 6 - Classroom # 3	16 x 20 x 2	p	1				\$5.50			
	FCU - 7 - Classroom # 6	16 x 20 x 2	p	2				\$5.50			
	FCU - 8 - Laundry & Storage	16 x 20 x 2	p	2				\$5.50			
	FCU - 9 - Medical & Nurse	16 x 20 x 2	p	1				\$5.50			
	FCU - 10 - Kitchen	16 x 20 x 2	p	2				\$5.50			
	FCU - 11 - Maintenance & Lockers	16 x 20 x 2	p	2				\$5.50			
FCU - 12 - Electrical Room	16 x 20 x 2	p	1				\$5.50				
Bootcamp AHU	20 x 25 x 2	P	3				\$6.50	\$800.50	\$3,202.00		
1460	20 x 25 x 2 [6 ea]	Juvenile Detention									
	20 x 24 x 2 [20 ea]	2310 Golihar CC TX 78415									
		AHU - 1 - Administration	20 x 25 x 2	P	3			\$6.50			
			20 x 24 x 2	P	2			\$6.50			
		AHU - 2 - Control Room	20 x 24 x 2	P	3			\$6.50			
		AHU - 3 - Dayroom & Pod D	20 x 24 x 2	P	3			\$6.50			
			20 x 24 x 2	P	2			\$6.50			
		AHU - 4 - Pod C	20 x 24 x 2	P	2			\$6.50			
		AHU - 5 - Pod B	20 x 24 x 2	P	2			\$6.50			
		AHU - 6 - Pod A	20 x 24 x 2	P	2			\$6.50			
		AHU - 7 - Classroom	20 x 24 x 2	P	2			\$6.50			
		AHU - 8 - Dining Room	20 x 24 x 2	P	2			\$6.50			
	AHU - 9 - Gym	20 x 25 x 2	P	3			\$6.50	\$169.00	\$676.00		
1460	11 x 20 x 2 [2 ea]	Juvenile Probation									
	18 x 24 x 2 [6 ea]	2310 Golihar CC TX 78415									
	20 x 24 x 2 [18 ea]	FCU - 4 - North Offices	12 x 20 x 2	P	2			\$6.00			
	18 x 24 x 4 [5 ea]	FCU - 5 - North Offices	12 x 25 x 2	P				\$6.50			
	10 x 36 x 1 [1 ea]	AHU - 1 - Lobby	20 x 24 x 2	P	6			\$6.50			
	17 x 30 x 1 [7 ea]	AHU - 2 - Receptionist	20 x 24 x 2	P	6			\$6.50			
	14 x 24 x 1 [10 ea]	AHU - 3 - Court Services	18 x 24 x 2	P	6			\$6.25			
	20 x 25 x 2 [1 ea]	AHU - 4 - Administration	20 x 24 x 2	P	6			\$6.50			
		FCU - 1 - Mech Rm 143	10 x 36 x 1	P	1			\$12.00			
		AHU - 5 - Court 5	18 x 24 x 4	P	2			\$8.75			
		AHU - 6 - Accounting	18 x 24 x 4	P	3			\$8.75	\$228.75	\$915.00	
		RM 101	17 x 30 x 1	P	1			\$9.35			
		RM 102	17 x 30 x 1	P	1			\$9.35			
		RM 144	17 x 30 x 1	P	1			\$9.35			
		RM 148	17 x 30 x 1	P	1			\$9.35			
		RM 145	17 x 30 x 1	P	1			\$9.35			
		RM 160	17 x 30 x 1	P	1			\$9.35			
		RM 168	17 x 30 x 1	P	1			\$9.35			
	UP MEZZ	14 x 24 x 1	P	1			\$6.75				
	HALLWAY	14 x 24 x 1	P	1			\$6.75				

		HALLWAY	14 x 24 x 1	P	1			X		\$6.75			
		RM 161	14 x 24 x 1	P	1			X		\$6.75			
		HALL BY 166	14 x 24 x 1	P	1			X		\$6.75			
		HALL BY 141	14 x 24 x 1	P	1			X		\$6.75			
		DEP CLRK OFF	14 x 24 x 1	P	1			X		\$6.75			
		RM 184	14 x 24 x 1	P	1			X		\$6.75			
		RM 103	14 x 24 x 1	P	1			X		\$6.75			
		ADMIN	14 x 24 x 1	P	1			X		\$6.75	\$132.95	\$265.90	
1490	16 x 20 x 2 [4 ea]	CSCD Cook Building	16 x 20 x 2	P	4			X		\$5.75			
	20 x 20 x 2 [24 ea]	1901 Trojan Drive CC TX 78416	20 x 20 x 2	P	24			X		\$6.20	\$171.80	\$687.20	
1510	16 x 25 x 2 [6 ea]	Agua Dulce Building	16 X 25 X 2	P	6			X		\$6.20	\$37.20	\$148.80	
		4th St/Hwy 44, P.O. Box 387 Agua Dulce, Tx 78330											
1520		Bishop County Building											
	16 x 25 x 2 [2 ea]	115 South Ash, P.O. Box 27 Bishop, Tx 78343	16 x 25 x 2	P	2			X		\$6.20			
	16x20x2			P				X		\$5.75			
	20x20x2			P				X		\$6.75	\$112.40	\$449.60	
DEPARTMENT			Size	Type	Qty	Mnthly	Qtrly	S-Annual	Annual				
1530	20x27x3 [2]	Port Aransas Building	20x27x3	P	2			X			Minimum	\$23.00	\$92.00
		705 West Ave A, P.O. Box 1090 Port Aransas, Tx 78373											
1540	18 x 24 x 2 [2 ea]	Johnny Calderon Building	18 x 24 x 2	P				X		\$6.50			
	20 x 24 x 2 [2 ea]	710 East Main Robstown, Tx 78380	20 x 24 x 2	P				X		\$6.75			
	14 x 24 x 2 [2 ea]		24 X 24 X 2	P				X		\$7.80			
	20 x 20 x 2 [2 ea]		20 X 20 X 2	P				X		\$6.20			
	15 x 20 x 2 [2 ea]		15 X 20 X 2	P				X		\$7.00	\$138.65	\$554.60	
1545	15 x 20 x 2 [4 ea]	Keach Library											
	16 x 24 x 2 [3 ea]	1000 Terry Shamsie Blvd Robstown, Tx 78380											
	16 x 25 x 2 [24 ea]	AHU - 3	16 x 20 x 2	P	2	X				\$5.75			
	20 x 20 x 2 [2 ea]	AHU - 3	16 x 24 x 2	P	2	X				\$7.25			
	20 x 29 x 2 [1 ea]	AHU - 2	16 x 25 x 2	P	4	X				\$6.20	\$50.80	\$609.60	
	24 x 29 x 2 [1 ea]	AHU - 6	16 x 25 x 2	P	20		X			\$6.20			
	18 x 18 x 2 [1 ea]	FCU - 2	20 x 20 x 2	P	2		X			\$6.20			
	18 x 24 x 2 [1 ea]	FCU - 1	16 x 20 x 2	P	2		X			\$5.75			
		FCU - 3	18 x 18 x 2	P	1		X			\$7.25			
		FCU - 3	18 x 24 x 2	P	1		X			\$6.50			
		FCU - 4	20 x 29 x 2	P	1		X			\$10.50			
		FCU - 4	24 x 29 x 2	P	1		X			\$10.50			
		FCU - 5	16 x 24 x 2	P	1		X			\$7.25	\$189.65	\$758.60	
1550	16 x 25 x 2 [4 ea]	Agricultural Bldg (Showbarn)	16 x 25 x 2	P	4			X		\$6.20	\$24.80	\$99.20	
		Hwy 77 Robstown, Tx 78380											
1565	20x25x1	Medical Examiner	16 x 16 x 1	Carbon	3			X		\$16.65			
	20 x 20 x 2 [2 ea]	2610 Hospital Blvd	20 x 20 x 2	P	2			X		\$6.50			
	16 x 16 x 1 [3 ea] [C]	Corpus Christi, TX 78405	20 x 20 x 2	P	2			X		\$6.20	\$88.35	\$353.40	
	20 x 20 x 12 [2 ea] [BOX]		20 x 20 x 12	BOX	2			X		\$79.00	\$158.00	\$316.00	
	18 x 18 x 6 [3 ea] [H]		18 x 18 x 6	HEPA	3				X	\$130.00	\$390.00	\$390.00	
1740	20 x 24 x 2 [79 ea]	Jail - McKinzie Annex											
	12 x 24 x 2 [10 ea]	745 NPID CC Tx 78406											
	24 x 24 x 2 [1 ea]	RTU - 1 - Remote Cells	20 x 24 x 2	P	12			X		\$6.75			
		RTU - 2 - Pod A Cells	20 x 24 x 2	P	6			X		\$6.75			
		RTU - 3 - Pod B Cells	20 x 24 x 2	P	6			X		\$6.75			
		RTU - 4 - Pod C Cells	20 x 24 x 2	P	6			X		\$6.75			
		RTU - 5 - Visitation Area	12 x 24 x 2	P	3			X		\$5.75			
			20 x 24 x 2	P	3			X		\$6.75			
		AHU - 12 - Alternative Incarceration	20 x 24 x 2	P	12			X		\$6.75			
		AHU - 14 - Maintenance Shop	12 x 24 x 2	P	2			X		\$5.75			
			20 x 24 x 2	P	2			X		\$6.75			
		AHU - 13 - Administration Office	12 x 24 x 2	P	2			X		\$5.75			
			20 x 24 x 2	P	4			X		\$6.75			
		AHU - 9 - Dorm K	20 x 24 x 2	P	6			X		\$6.75			
		AHU - 10 - Dorm J	20 x 24 x 2	P	6			X		\$6.75			
		AHU - 11 - Dorm H	20 x 24 x 2	P	6			X		\$6.75			
		AHU - 15 - Squad Room	20 x 24 x 2	P	6			X		\$6.75			
			12 x 24 x 2	P	3			X		\$5.75			
			24 x 24 x 2	P				X		\$7.80			
		AHU - 16 - Medical	24 x 24 x 2	P				X		\$7.80			
		AHU - 17 - Kitchen	20 x 24 x 2	P	4			X		\$6.75			
		AHU - 17 - Kitchen	24 x 24 x 2	P				X		\$7.80	\$683.05	\$2,732.20	
1740	24 x 24 x 2 [6 ea]	SATF Residential McKinzie											
	12 x 24 x 2 [8 ea]	745 NPID											
	16 x 24 x 2 [28 ea]	Corpus Christi, TX 78406											
	18 X 24 X 2 [1 ea]	AHU - 1 - Hallways & Classroom & CSO	20 x 24 x 2	P	4			X		\$6.75			
	20 x 24 x 2 [26 ea]		24 x 24 x 2	P	2			X		\$7.80			
		AHU - 2 - Activity Dayroom	12 x 24 x 2	P	2			X		\$5.75			
			20 x 24 x 2	P	4			X		\$6.75			
		AHU - 3- Room 7-12	12 x 24 x 2	P	2			X		\$5.75			
			20 x 24 x 2	P	4			X		\$6.75			



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

Service Proposal

Proposal Number: QC0613003
Nueces County Public Works
901 Leopard Street, Room 103
Corpus Christi, Texas 78401

6/11/2013

Re: Nueces County Filter Maintenance

Mr. Mario Graza:

Pro Tech Mechanical is pleased to provide this proposal for labor and material to:
Change filters on an annual as per scope and list provided by customer.

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: Electrical, Mechanical Equipment Repairs, Additional Filters Outside of list provided by customer, Overtime.

Total investment for this service is: **1st Year Contract: (\$68,260.00) Sixty Eight Thousand Two Hundred Sixty Dollars and No Cents; 2nd Year Contract: (\$70,335.50); 3rd Year Contract: (\$72,093.89); 4th Year Contract: (\$73,896.23); 5th Year Contract: (\$75,743.64).** 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 jay@protechmech.com

Regards,

Jay Carreon
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:

Nueces County Public Works

Hereinafter referred to as "CUSTOMER"

AND

Pro Tech Mechanical, Inc.

<u>Service Work</u>	<u>6/11/2013</u>	<u>QC0613003</u>
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):
Nueces County Public Works
901 Leopard Street, Room 103
Corpus Christi, Texas 78401

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: 6/11/2013
 SCOPE OF SERVICE Page(s)
 Other attachments

The AGREEMENT PRICE is: **(\$68,260.00) Sixty Eight Thousand Two Hundred Sixty Eight 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: Jay Carreon

DATE: 6/11/2013

CUSTOMER ACCEPTANCE: P.O. # _____

_____	Pro Tech Mechanical, Inc.
COMPANY	
_____	Jay Carreon
CUSTOMER NAME	
_____	Account Executive
TITLE	

_____	_____	6/11/2013	_____
Customer Acceptance (signature)	Date	PRO TECH MECHANICAL (signature)	Date

Scope of Work

1. Lock out and Tag out all Equipment that will be worked on.
2. Change Filters per Scope of Work and list provided by customer. Buildings included are Ronnie H. Polston Building, Bill Bode Building, Juvenile Boot camp Building, Juvenile Detention, Juvenile Probation, CSCD Cook Building, Agua Dulce Building, Bishop County Building, Port Aransas Building, Johnny Calderon Building, Keech Library, Agricultural Bldg, Medical Examiner, Jail-Mckinzie Annex, SATF Residential McKenzie, Department of Human Services, Animal Control, Public Works, Mechanical Maintenance Nueces County Courthouse and Old Jail Site.

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.