



**Nueces County, Texas
Budget Transfer Form**

FY16/17

The Honorable Commissioner's Court

2017 AUG 2 AM 11:54

Please approve the following budget transfer request for:

Department No. 0141 Dept Name Fairgrounds & Showbarn

Budget Category	Account Name	Increase To	Decrease From
5240	Maint & Repair-Equip & Veh		2,000
5350	Contingency Appropriations		1,800
5610	Capital Outlay		14,390
5260	Maint & Repair-Bldgs & Grounds	18,190	
Totals		18,190	18,190

This budget transfer is necessary to:

- () Cover outstanding purchase orders
- () To balance line item categories
- () To cover temporary employees
- (X) Other Exhibit Hall A - Aaon Unit Bypass Valves Replacement
Protech Mechanical - Service Proposal #QC0717080

Discussion:

JCM for Steve Waterman
Signature of Official/Dept. Head

August 2, 2017
Date

Recommended by Risa Davis 8/7/17 Commissioners Court Administration

County Auditors Office

Budget Change Order # BCO 19

Notification of Commissioners Court Action

Approved by the Commissioner's Court on _____
Revised by the Commissioner's Court on _____
Disapproved by the Commissioner's Court on _____

County Auditors Office



1622 Saratoga Corpus Christi, Texas 78417
Phone 361-882-2101 Fax 361-882-2154
TACLA20619E / RMP-37190

Service Proposal

Proposal Number: QC0717080
Buy Board 461-14

Nueces County Public Works
901 Leopard Street, Room 103
Corpus Christi, Texas 78401

7/28/2017

Re:RB Exhibit A Aaon Unit
(M# RL-170-3-0-CBB6-232 / S# 201001-BLGT00818)

Mr. Desai / J. Green

Pro Tech Mechanical is pleased to provide this proposal for labor and material to:

- 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.

0141-5260
JCM
8/1/17

Exclusions: Any labor and material not listed

Total investment for this service is: **(\$14,490.00) Fourteen Thousand Four Hundred Ninty Dollars and No Cents.** All Applicable Freight and Taxes are excluded and will be billed in addition to the proposal 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 Hcardona@protechmech.com

Regards,

Hector Cardona
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
Regulated by the Texas State Board of Plumbing Examiners, PO Box 4200 Austin, TX 78765-4200, 800-845-6584, 512-936-5200

Service Contract

This AGREEMENT entered into by and between:

Hereinafter referred to as Customer:

AND

Pro Tech Mechanical, Inc.

Service 7/28/2017 QC0717080

Proposal Type Date Proposal Number

- ↓ This AGREEMENT shall be administered by Pro Tech Mechanical's office presently located at:
Pro Tech Mechanical, Inc.
1622 Saratoga
Corpus Christi, Texas 78417

- ↓ The service(s) and/or parts to be provided at the following location(s):

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: 7/28/2017
 - SCOPE OF SERVICE Page(s)
 - Other attachments

The AGREEMENT PRICE is: **(\$14,490.00) Fourteen Thousand Four Hundred Ninty Dollars and No Cents.** 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: Hector Cardona

DATE: 7/28/2017

CUSTOMER ACCEPTANCE: P.O. # _____ P.O. Amount: _____

_____ Pro Tech Mechanical, Inc. COMPANY

_____ Hector Cardona
CUSTOMER NAME

_____ Account Executive
TITLE

Customer Acceptance (signature) _____ Date _____ PRO TECH MECHANICAL (signature) _____ Date 7/28/2017

Scope of Work

1. Lock out and Tag out all Equipment that will be worked on.
2. Recover refrigerant
3. Verify that there is no refrigerant in circuit
4. Remove bypass valve, and install new valve
5. Add nitrogen and verify for any leaks
6. Vacuum pump circuit
7. Verify microns are good
8. Charge up unit
9. Verify pressures and temperatures
10. Will do this same job on the rest of the circuits
11. Clean up work area
12. Report to customer

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. SUPERSEDEURE, 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.
- 17.**