

2020CI20793

CAUSE No. _____

HOLTS MECHANICAL, LTD	§	IN THE DISTRICT COURT
VS.	§	<u>150th</u> JUDICIAL DISTRICT
ROBERT J. MUELLER AND DEEPROOT	§	BEXAR COUNTY, TEXAS

PLAINTIFF’S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Now comes HOLTS MECHANICAL, LTD (“HOLTS”), plaintiff in the above-entitled and numbered cause, and files its PLAINTIFF’S ORIGINAL PETITION, complaining of ROBERT J. MUELLER (“Mueller”), individually, and doing business as DEEPROOT (“Deeproot”), and DEEPROOT, an ostensible corporation or amalgam of interlocking corporations owned by Mueller and through which he operates business, defendants herein, seeking to recover on over-due accounts for material and services rendered to defendants; and for money due and owing from the corporate defendant for labor and services received, showing in support of which the following:

PARTIES

1. Plaintiff, HOLTS MECHANICAL, LTD, (“Hols”) is an active for-profit company duly authorized to conduct all lawful business in the State of Texas, has its principal place of business in San Antonio, Bexar County, Texas, and at all relevant

times was in the business of supplying labor, material and related services as a Heating, Ventilation and Air Conditioning (HVAC) contractor, under express and implied agreements with the defendants, and provided same thereto in San Antonio, Bexar County, Texas, in exchange for the defendants' promises of payment therefor which were also to be made in San Antonio, Bexar County, Texas.

2. Defendant, ROBERT J. MUELLER ("Mueller"), is an individual, employing various artifices and sham devices to appear to engage in legitimate business enterprises he calls "Deeproot" in order to obtain money, services and other financial and business advantages for his own personal monetary aggrandizement, while attempting to insulate himself from his legitimate debts, including operating sham companies, with the Deeproot appellation, which are artifices utilized by Mueller, who is a principal or manager thereof, and who may be served with citation and a copy hereof by serving him at his principal place of business, 12621 Silicon Drive, San Antonio, Bexar County, Texas, 78249.

3. Defendant, DEEPROOT, is ostensibly an active for-profit domestic corporation, a sham of Mueller, authorized to conduct business in the State of Texas, was at all relevant times the alter ego of Mueller, and was in receipt of the material, labor and services provided by Holts, for which it has not been paid, and may be served with citation and a copy hereof by serving its registered agent for

service, Deeproot Capital Management, LLC., c/o Robert J. Mueller, at its registered address, 12621 Silicon Drive, San Antonio, Bexar County, Texas, 78249.

4. Holts intends to conduct discovery under Level 2 of the Texas Rules of Civil Procedure 190.3.

FACTS

5. Holts is a contractor in the business of supplying labor, material and related services as a mechanical/HVAC contractor, and under agreements with the defendants, acted as a contractor for defendants, providing labor, material and other services more particularly described in Holts' sworn account, *Exhibit A*, attached hereto and incorporated herein for all purposes.

6. Holts completed the work required under the parties' agreements and presented written demand for payment on several occasions to defendants more than thirty days prior to the filing of this suit, but defendants have failed and refused to pay plaintiff.

7. As a direct and proximate result of defendants' wrongful refusal to timely pay Holts for the work and services provided to it, Holts has been damaged in the amount of the outstanding balances due on the accounts, *Exhibit A*, and has been required to hire the undersigned attorney to make additional presentment and prosecute the collection of the subject delinquent accounts remaining unpaid 30 days after Holts' and Holts' attorney's written presentments.

SUIT ON ACCOUNT

8. Holts provided to defendants labor and material on open accounts, which services and goods were accepted by defendants, thereby obligating defendants to pay plaintiff its agreed-to and designated charges, which were reasonable and customary for the labor and material provided at the time provided.

9. Holts attaches hereto the accounts on the referenced services and goods that were requested by and were accepted by defendants as *Exhibit A*. These accounts total \$164,396.52, and accurately set forth the goods and services provided by Holts to defendants, the dates of delivery of the materials and the provision of the services described, their quantities and amounts. These accounts represent the record of the transactions Holts systematically keeps in the ordinary course of business, and were made at or about the time of the events recorded by an employee of Holts with actual knowledge of the facts recorded.

10. After the goods and services described in the accounts were provided to defendants, defendants failed to pay Holts in the just, true and owing amount of \$164,396.52, after all credits and offsets.

11. This claim is just and true, it is due and all lawful and just offsets, payments and credits have been allowed. Holts attaches an affidavit verifying these facts as *Exhibit B*, and incorporates it by reference into this petition for all purposes as if recited herein verbatim.

ATTORNEY FEES

12. Holts is entitled to recover reasonable and necessary attorneys fees under Texas Civil Practices and Remedies Code chapter 38 because this is a suit on accounts, listed in CPRC § 38.001(7), Holts is represented by counsel who made demand for payment on defendants who has not paid the remaining balances due within 30 days thereof.

CONDITION PRECEDENT

13. All conditions precedent to Holts' claims for relief have been performed or have occurred.

DAMAGES

14. The principal balance due Holts on the incorporated accounts is \$164,396.52, plus pre- and post-judgment interest, after allowing for all just and lawful offsets, payments and credits.

15. Holts is also entitled to recover reasonable and necessary attorneys fees under Texas Civil Practices and Remedies Code chapter 38 because this is a suit on accounts, listed in CPRC § 38.001(7), Holts is represented by counsel who made demand for payment on defendants which have not paid the remaining balances due within 30 days thereof.

16. The damages sought by Holts are within the jurisdictional limits of the court.

17. Holts seeks monetary relief over \$100,000 but not more than \$200,000.

18. Holts demands judgment for all the other relief to which Holts deems itself entitled.

REQUESTS FOR DISCLOSURE

19. Pursuant to Texas Rule of Civil Procedure 194, Holts requests that defendants disclose, within 50 days from the service hereof, the information or material described in TRCP 194 (a) through (i) and (l).

REQUESTS FOR PRODUCTION

20. Pursuant to Texas Rule of Civil Procedure 196, Holts requests that defendants produce to Holts through the undersigned attorney within 50 days from the service hereof:

a. evidence of defendants' maintenance of the deeproot companies corporate formalities, including documents filed with the Texas Secretary of State;

b. internal organizational documents memorializing the relationships between the various deeproot companies;

c. defendant Mueller's ownership interests in, and contributions to, the various deeproot companies; and,

d. any proposed agreements offered or made by defendants, or either of them, to pay the debt underlying Holts' sworn account.

PRAYER

21. WHEREFORE, PREMISES CONSIDERED, Holts prays defendants be cited to answer and appear herein, and that upon final hearing, Holts be awarded its actual damages, attorneys fees, pre- and post-judgment interest, costs of court, and any and all other and further relief, at law or in equity, to which it deems itself justly entitled.

Respectfully submitted,

RICHARD A. BENTLEY, ESQ.

P. O. Box 12427

San Antonio, Texas 78212

Ph: (210) 832-0118

Fax: (210) 832-0119

r.aaron.bentley@gmail.com

By 

Richard A. Bentley SBN 02174870

Attorney for Plaintiff

EXHIBIT A

Proposal



TACLA3476C

5522 RITTIMAN ROAD
 SAN ANTONIO, TX 78218
 210 661-7500, Fax: 210-662-9122

Proposal Number 0000069278

Submitted To	
DEEPROOT TECH P.O. BOX 691610 SAN ANTONIO TX 78269	
ATTN: SEAN	
Customer Phone	

Date
4/4/2019

Job Name
OFFICE REMODEL 12621 SILICON

Description
<p>REWORK THE EXISTING HVAC TO ALLOW FOR THE NEW FLOOR PLAN DATED 1/2019 AND LOAD CALCULATIONS. REUSE THE EXISTING A/C UNITS, CONTROLS, AIR DEVICES AND DUCTWORK. RELOCATE THE THERMOSTATS AS NEEDED, ADD 2 MOTORIZED CONTROL DAMPERS AND DUCTWORK IN THE LARGE OPEN AREA, RELOCATE THE SUPPLY AND RETURN AIR GRILLS TO ACCOMMODATE THE NEW WALL LAY-OUT, ADD ADDITIONAL GRILLS AS NEEDED, EXTEND DUCTWORK TO THE NEW GRILL LOCATIONS AND REBALANCE THE AIR FLOW UPON COMPLETION.</p> <p>DOES NOT INCLUDE: MECHANICAL PLAN, PERMIT, NEW THERMOSTATS, ELECTRICAL, PLUMBING, REPAIRS OR WARRANTY TO EXISTING EQUIPMENT, SPECIAL HEAT LOADS OR FIRE DAMPERS.</p> <p>WORK TO BE DONE DURING NORMAL BUSINESS HOURS.</p> <p>BILLED IN FULL UPON COMPLETION. NO SALES TAX INCLUDED.</p>

Our preferred payment method is check or ACH / EFT. We can also accept credit card payment but ask you to set up check or ACH / EFT for repeat business. Holts Mechanical, Ltd. does not accept credit card payment for projects exceeding \$10,000. The unpaid balance of invoices not paid in full within 10 days of the invoice due date will be subject to a 1 1/2% per month service charge. Note: This proposal may be withdrawn by us if not accepted within 90 days.	Base Bid	\$10,674.00
	Tax	\$880.62
	Total	\$11,554.62

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Owner to carry fire, natural disaster and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.	P.O.	_____
		<i>Jeff Holt</i>

Acceptance of proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made out as outlined above.	Signature: _____	Date: _____
---	------------------	-------------

HM HOLTS MECHANICAL

5522 RITTIMAN ROAD
 SAN ANTONIO, TX 78218
 Phone: 210-661-7500

STATE LIC# TACLA3476C

Invoice

Date Billed	Invoice No.
10/16/2019	0000065611 - 200

Bill To

DEEPROOT TECH
 P.O. BOX 691610
 SAN ANTONIO TX 78269

Job Name/Ordered By

NEW FACILITY HVAC OPTIONS
 12621 SILICON DR.

Date Ordered	Order No.	Date Due	Date Completed	Rep
6/6/2018		10/26/2019		JEFF HOLT

Description	Price	Amount
3RD DRAW AS PER JOB PROGRESS FOR PARTIAL COMPLETION OF WORK	164,378.00	164,378.00
SUBTOTAL		\$164,378.00
TAX		\$13,561.20
TOTAL		\$177,939.20
PAID Check ACH		\$25,097.30
BALANCE		\$152,841.90
<p>Our preferred payment method is check or ACH / EFT. We can also accept credit card payment but ask you to set up check or ACH / EFT for repeat business. Holts Mechanical, Ltd. does not accept credit card payment for projects exceeding \$10,000.</p> <p>The unpaid balance of invoices not paid in full within 10 days of the invoice due date will be subject to a 1 1/2% per month service charge. This as well as all other amounts owed are due and payable at our office. A reasonable attorney's fee will be sought if placed in the hands of an attorney for collection.</p>		
<p>REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGISTRATION P.O. BOX 12157 AUSTIN TX 78711 (880)803-9202 WWW.LICENSE.STATE.TX US</p>		

EXHIBIT B

AFFIDAVIT OF JEFF HOLT

STATE OF TEXAS

COUNTY OF BEXAR

Before me, the undersigned notary, personally appeared Jeff Holt, a person whose identity is known to me. After I administered the oath to him, he averred:

“My name is Jeff Holt. I am over the age of 18 years, of sound mind and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

“The plaintiff in the law suit to which this affidavit is attached is Holts Mechanical, LTD (Holts). I am the President of Holts Mechanical, LTD, and am personally familiar with the accounts Holts has with Defendants, Robert J. Mueller and Deeproot.

“The law suit Holts has filed against defendants is founded upon the accounts set out in *Exhibit A*, attached to Holts’ original pleadings, that accurately describe the material, labor and services Holts’ supplied to defendants, of which systematic records were kept, as reflected in the attached *Exhibits A*.

“The principal balance of \$164,396.52 is due Holts Mechanical, LTD, on the referenced accounts, *Exhibit A*, which incorporated herein by reference. That amount is just and true, it is due, and all just and lawful offsets, payments and credits have been allowed.”

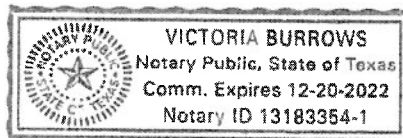


Jeff Holt, HOLTS MECHANICAL, LTD

SIGNED and SWORN TO this 26th day of October, 2020.



Notary Public for the State of Texas



Cause No. 2020-CI-20793

HOLTS MECHANICAL, LTD,

Plaintiff,

v.

**ROBERT J. MUELLER and
DEEPROOT**

Defendants.

§
§
§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

150th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

DEFENDANTS' ORIGINAL ANSWER

NOW COME Robert J. Mueller and deeproot Tech, LLC, in the above-entitled and numbered cause, and file this, their Original Answer, as follows:

GENERAL DENIAL

Robert J. Mueller and deeproot Tech, LLC deny each and every allegation contained in Plaintiff's Original Petition and demand strict proof thereof in accordance with Rule 92, TEXAS RULES OF CIVIL PROCEDURE.

SPECIAL EXCEPTION

Robert J. Mueller and deeproot Tech, LLC specially except to Paragraphs 1-3 of Plaintiff's Original Petition because these paragraphs incorrectly name the defendant for this lawsuit. Plaintiff's Original Petition names Robert J. Mueller, individually, and "deeproot . . . an active for-profit corporation" as Defendants. Both of the identified defendants in Paragraph 1-3 are incorrect.

There is no entity that meets Plaintiff's description of "deeproot . . . an active for-profit corporation." Plaintiff cannot state a viable cause of action against an entity that does not exist. deeproot Tech, LLC is a Texas limited liability company authorized to conduct business in the State of Texas. The contract that serves the basis of Holts Mechanical's allegations was between Plaintiff

and deeproot Tech, LLC. The proposal and invoice documents created by Plaintiff in connection with the parties' agreement plainly and conspicuously identify the contracting party as deeproot Tech. Assuming Plaintiff wishes to continue with this lawsuit, the proper Defendant is "deeproot Tech, LLC."

Robert J. Mueller is a principal of deeproot Tech, LLC. Plaintiff has provided no basis for naming Mr. Mueller as an individual defendant and failed to explain any cause of action against him individually. Plaintiff has asserted no facts that support an allegation that Mueller is operating "sham" companies. Therefore, Mueller specially excepts to Plaintiff's allegations as Plaintiff has not stated a viable cause of action against Robert J. Muller individually.

AFFIRMATIVE DEFENSES

1. **Material Breach.** Plaintiff's claims are barred, in whole or in part, by the doctrine of material breach. Plaintiff materially breached the parties' agreement, therefore excusing Defendants from performing its obligations under the agreement.
2. **Offset.** Plaintiff's claims are barred, in whole or in part, by the doctrine of offset.
3. **Mitigation.** Plaintiff's claims are barred, in whole or in part, because Plaintiff failed to mitigate its alleged damages.
4. **Conditions Precedent.** Plaintiff's claims are barred, in whole or in part, because Plaintiff failed to perform conditions precedent.

COUNTER CLAIMS

Parties

1. Plaintiff/Counter-Defendant Holts Mechanical, Ltd ("Holts") is a Texas company with a principal place of business in San Antonio, Bexar County, Texas. Holts has already made an appearance in this case and may be served through its attorney of record..

2. Counter-Plaintiff (deeproot Tech, LLC) is a Texas limited liability company with a principal place of business in San Antonio, Bexar County, Texas.

Jurisdiction and Venue

3. This Court has jurisdiction over this case because the amount in controversy exceeds the minimum jurisdictional limits of this Court.

4. Venue is proper in Bexar County, Texas because Plaintiff/Counter-Defendant is a resident of Bexar County, Texas.

Conditions Precedent

5. All conditions precedent to filing this suit have occurred or taken place.

Discovery Plan

6. Defendant/Counter-Plaintiff intends to conduct discovery under Level 2 of the Texas Rule of Civil Procedure.

Factual Allegations

7. On or around June 2018 Holts and deeproot entered into negotiations for Holts to provide heating, ventilation, and air conditioning (“HVAC”) services at deeproot Tech, LLC’s facility located at 12621 Silicon Dr., San Antonio, Texas.

8. Holts provided deeproot Tech, LLC with a Proposal on June 1, 2018. The proposal identifies itself as Proposal 63746. A copy of the proposal is attached hereto as Exhibit A.

9. The proposal lists 8 itemized options with price quotes for each option.

10. deeproot Tech, LLC accepted Holts proposal.

11. Holts was supposed to begin work in 2018 but delayed beginning the services until 2019 in breach of the contract.

12. As Holts performed portions of the agreed upon HVAC work, it would periodically invoice deeproot Tech, LLC for the progress made by Holts.

13. deeproot Tech, LLC paid Holts' first and second invoices, totaling \$275,000.
14. Holts sent deeproot an invoice on October 16, 2019 for the amount of \$164,378.00 with the description "3rd Draw as Per Job Progress for Partial Completion of Work."
15. deeproot Tech, LLC did not pay this invoice because Holts had not completed all the work as promised including: multiple HVAC units installed by Holts had installation issues such as incoming electrical lines not properly torqued which rendered those units non-operational; duct smoke sensors bypassed and not properly installed; ducting runs were not cemented properly resulting treated air being blown into attic space; failure to install duct runs in multiple areas; failure to complete item #4 from proposal 63746; failure to complete item #7 from proposal 63746; damper controls not properly set creating timing control and air volume issues; and failure to balance HVAC system.
16. deeproot Tech, LLC informed Holts that once the above described defects were rectified, deeproot would pay Holts the remaining \$164,378.00 balance.
17. To date, Holts has not replaced, fixed, or resolved any issues identified by deeproot Tech, LLC.
18. Due to Holts' refusal complete and or repair the HVAC system at deeproot Tech, LLC's office, deeproot Tech, LLC attempted to contact other HVAC companies to complete the work.
19. To date, none of the HVAC companies deeproot Tech, LLC contacted were willing or able to complete the HVAC services Holts was contractually obligated to, but did not, perform.
20. Based on information and belief, Holts has contacted other HVAC companies in the San Antonio area and disparaged deeproot Tech, LLC, resulting in the other HVAC companies in San Antonio refusing to complete the HVAC system at deeproot Tech, LLC's office.

21. Based on information and belief, Holts accessed the HVAC system via the internet to change the heating and cooling settings for purposes of harassment.

22. On or about May 12, 2020 Holts filed a mechanics and materialman's lien on an office building located at 12621 Silicon Drive, San Antonio, Texas 78249 where deeproot Tech, LLC leases office space.

23.

24. Holts' lien is invalid because deeproot Tech, LLC does not own 12621 Silicon Drive, San Antonio, Texas 78249. Holts knew at the time it filed the lien that deeproot Tech, LLC did not own the building at that location.

Count I – Breach of Contract

25. Deeproot and Holts entered into a contract wherein Holts promised to perform an itemized list of HVAC services.

26. Holts partially performed the promised HVAC services, but did not fully perform its obligations under the parties' agreement. Some of the work performed by Holts was defective. Holts wholly failed to perform some of its obligations under the parties' agreement.

27. deeproot notified Holts that Holts did not fully perform.

28. Holts acknowledged the HVAC services were not complete.

29. Holts never performed the promised repairs and/or never completed the promised services.

30. Instead, Holts brought this action deeproot for breach of contract demanding payment for services Holts has not fully performed.

31. Holts incomplete and/or defect performance of the parties agreement is a breach of contract.

Count II - Declaratory Judgment of Invalid Lien

32. Holts filed a mechanics and materialman's lien against deeproot's office building 12621 Silicon Drive, San Antonio, Texas 78209.

33. Holts' lien is invalid because deeproot does not own 12621 Silicon Drive, San Antonio, Texas 78209.

PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Defendants pray that Plaintiff take nothing, and Defendants be awarded relief, including reasonable and necessary attorney's fees and costs associated with the defense of this action and its counterclaims, and for such other and further relief to which Defendants may be justly entitled to receive.

Dated: November 23, 2020

Respectfully Submitted,

GUNN, LEE & CAVE, P.C.
8023 Vantage Drive, Suite 1500
San Antonio, TX 78230
(210) 886-9500
(210) 886-9883 Fax

/s/ Jason E. McKinnie
Jason E. McKinnie
Texas State Bar No. 24070247
jason.mckinnie@gunn-lee.com

ATTORNEYS FOR DEEPROOT TECH, LLC

CERTIFICATE OF SERVICE

I hereby certify that on November 23, 2020, a copy of the foregoing was electronically filed with the Court and served via e-service on the following counsel of record:

Richard A. Bentley
PO Box 12427
San Antonio, Texas 78212
(210) 832-0118
(210) 832-0119 Fax
r.aaron.bentley@gmail.com

/s/ Jason E. McKinnie
Jason E. McKinnie

HOLTS MECHANICAL, LTD,

Plaintiff,

v.

ROBERT J. MUELLER and

DEEPROOT

Defendants.

§
§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

150th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

DECLARATION OF ROBERT J. MUELLER

I, Robert J. Mueller, declare as follows:

1. I am over the age of eighteen and competent to make this declaration.
2. I have personal knowledge of the facts stated in this declaration. To the best of my knowledge, all of the facts stated in this declaration are true and correct.
3. I am named as a Defendant in the above style action.
4. I am a principal of Defendant/Counter-Plaintiff deeprout Tech, LLC.
5. To the best of my knowledge, all of the facts stated in Defendants' Answer and Special Exception are true and correct.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge.

Executed on November 23, 2020.

By: _____

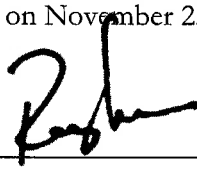

Robert J. Mueller

EXHIBIT A

Proposal



TACLA3476C

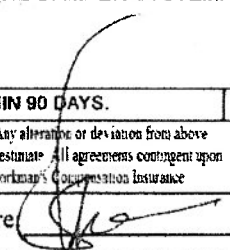
5522 RITTIMAN ROAD
SAN ANTONIO, TX 78218
210-661-7500, Fax 210-662-9122

Proposal Number **000063746**

Submitted To	
DEEPROOT TECH 8200 IH-10 WEST SUITE 600 SAN ANTONIO TX 78230	
ATTN:	
Customer Phone	

Date
6/1/2018

Job Name
NEW FACILITY HVAC OPTIONS 12621 SILICON DR.

Description
<p>REWORK THE EXISTING HVAC AS PER PLANS DATED 4/16/18 WITH MINIMAL DETAILS AND OUR WORK-THRU OF THE FACILITY.</p> <p>OPTIONS LISTED BELOW:</p> <p>#1: PROVIDE AND INSTALL 25 NEW WIFI THERMOSTATS THAT CAN BE ADJUSTED OFFSITE. QUOTE: \$16,990.00 + TAX</p> <p>#2: REPLACE ALL 28 ROOF TOP UNITS WITH NEW UNITS OF THE SAME CAPACITY, UNIT ACCESSORIES PER CODE, RECONNECT THE DUCTWORK, DRAIN LINES, CONTROLS AND POWER. INCLUDES CRANE CHARGES, PERMIT, INSPECTIONS, CONDENSER COIL HAIL GUARDS AND HAULING AWAY THE OLD UNITS. ADD \$313,840.00 + TAX</p> <p>REMODELING:</p> <p>#3: HEAVY MANUFACTURING: (EXPOSED CEILING) REMOVE ALL FLEX DUCTS, PATCH DUCTWORK, MOUNT THERMOSTATS, ADD SIDEWALL GRILLS ON EXISTING RIGID DUCTWORK AND BALANCE THE AIR FLOW UPON COMPLETION. QUOTE: \$11,810.00 + TAX</p> <p>#4: LIGHT PRODUCTION: (LAY-IN CEILING) REWORK EXISTING HVAC AFTER WALLS ARE REMOVED, RELOCATE THERMOSTATS AND AIR DEVICES. QUOTE: \$4,760.00 + TAX</p> <p>#5: PRODUCTION/FITNESS AREA: REWORK EXISTING HVAC TO ALLOW FOR NEW FLOOR PLAN UTILIZING ALL EXISTING A/C SYSTEMS AND CONTROLS. QUOTE: \$4,315.00 + TAX</p> <p>#6: INVESTIGATE THE 4 EXISTING ZONE DAMPER SYSTEMS AND MAKE A RECOMMENDATION ON HOW TO REVIVE OR REPLACE THEM. QUOTE: \$2,800.00 + TAX</p> <p>#7: UPGRADE 3 SYSTEMS TO HAVE PROPER PELICAN COMPATIBLE ZONE DAMPER SYSTEM. QUOTE: \$26,210.00 + TAX</p>
<p>NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 90 DAYS.</p>
<p>AS PER OPTIONS LISTED ABOVE</p>
<p><small>All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alternative or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Owner to carry fire, natural disaster and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.</small></p>
<p>Acceptance of Proposal. The above Prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made out as outlined above.</p>
<p>Signature </p>
<p>Date: 6/1/2018</p>

Proposal



5522 RITTIMAN ROAD
 SAN ANTONIO, TX 78218
 210-661-7500, Fax 210-662-9122

TACLA3476C

Proposal Number **0000063746**

Submitted To	
DEEPROOT TECH 8200 IH-10 WEST SUITE 600 SAN ANTONIO TX 78230	
ATTN:	
Customer Phone	

Date
6/1/2018

Job Name
NEW FACILITY HVAC OPTIONS 12621 SILICON DR.

Description
<p>#8: ZONE A: PROVIDE AND INSTALL A NEW PELICAN ZONE DAMPER SYSTEM WITH 4 ZONES TO PROVIDE BETTER ZONE CONTROL. ADD \$8,644.00 + TAX</p> <p>NOTE: THERE MAY BE MORE REMODELING REQUIRED BUT WE WILL NEED TO REVIEW AS WE ARE PROVIDED MORE DETAILS.</p> <p>DOES NOT INCLUDE: REPLACING ANY DUCT SMOKE DETECTORS, FIRE ALARM OR ROOF SEALS.</p> <p>WORK TO BE DONE DURING NORMAL BUSINESS HOURS.</p> <p>BILLED AS PER JOB PROGRESS. BILLED IN FULL UPON COMPLETION. PLUS SALES TAX.</p> <p>PAYMENT PLAN IF ALL WORK IS APPROVED: 2 WEEKS FROM APPROVAL \$75,000 <i>Plan on end of June flr.</i> COMPLETION OF NEW UNITS INSTALLED \$150,000 30 DAYS FROM COMPLETION \$82,000 60 DAYS FROM COMPLETION \$82,000 (APPROX.)</p>

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 90 DAYS. AS PER OPTIONS LISTED ABOVE

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Owner to carry fire, natural disaster and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal. The above Prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made out as outlined above.

Signature: _____ Date: _____