



TXMAS-05-03FAC020 – HVAC Maintenance & Service

6-25-08 (Installation of 6 DX Split AC Units)

Hidalgo County
Purchasing Department
100 E. Cano, 4th Floor
Administration Building
Edinburg, TX 78539

Attn: Mr. Oscar Garza

Subject: Proposal TXMAS Preferred Customer Pricing - TXMAS-05-03FAC020 – HVAC Maintenance & Service

1) "Hidalgo County Boot Camp - Dormitory A & B (QTY 6) DX Split A/C System Installations"

To Whom It May Concern:

Johnson Controls Service is pleased to present the following TXMAS proposal. We propose to furnish the service specified herein at prices stated and in accordance with Johnson Controls standard terms and conditions. Johnson Controls would like to submit the following proposal for your review and approval.

Scope of Work Per Each Individual AC Unit Of The Six Being Replaced:

- Isolate each system where required
- Lock out tag out any & all electrical required
- Recover refrigerant per EPA standards where necessary
- Demo old defective DX Split Systems
- Install Six New Multiple DX Split Systems ranging from 3.5 Tons to 6 Tons of Cooling
- Make necessary transitions on existing sheet metal to each Air Handler Unit
- Weld copper tubing where necessary
- Check for leaks
- Insulate suction lines
- Re-wire utilizing existing disconnects & electrical
- Utilize existing T-stat & controls
- Weigh in refrigerant charge to each unit
- Provide customer with any further recommendations

Exclusion & Responsibilities

- Any repairs outside this proposal's scope of work are excluded unless another proposal is requested or change order.
- Overtime is not included & excluded completely from this proposal unless the customer requests a quote for work done on overtime.
- Upgrades on ducting is excluded
- Upgrades to existing electrical is excluded
- Upgrades on controls or control devices are excluded
- Concrete work is excluded
- Fence removal or repairs are excluded
- Additional Insulation is excluded
- Air balance is excluded

Recommendations

- It is our sincere recommendation that a maintenance & service agreement be provided after the work is complete for these AC units. In order to help maintain them properly.



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The price for the above work & equipment is: **49,477.89** *+plus any applicable taxes.*
Thank you for the opportunity to quote on this valued inquiry and your interest in Johnson Controls, Inc. Maintenance and Energy Services. Quote is good for 30 days from the above date. All work to be performed during normal business hours (Mon. thru Fri. from 8am to 5pm).

*** Proprietary:**

Johnson Controls, as a benefit to you, has developed the concepts detailed in this proposal on 6/25/2008. These are considered by Johnson Controls to be confidential and proprietary. These ideas and concepts remain the sole property of Johnson Controls, Hidalgo County acknowledge and agree to honor our proprietary right to the contents of this proposal and refrain from disclosing such content or any information to any third party, without the prior written consent of Johnson Controls. Any unauthorized use of these ideas and concepts is strictly prohibited.

Mobilization Fee:

30% of the total amount will be invoiced upon the order of the equipment & materials necessary to complete the job.

Closing:

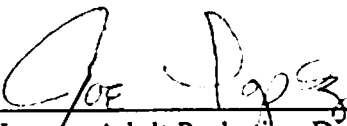
Again, thank you for your interest in Johnson Controls. Please contact me if you have any questions or comments. I look forward to working with you.

Assuring you our best attention at all times.

Respectfully,

Lonnie Cavazos
Johnson Controls, Inc.
York Service
Account Executive
Rio Grande Valley
Office 956.535.2718
Fax 956.428.1591
Adalberto.cavazos@jci.com

Approved and recommend to award:



Joe Lopez, Adult Probation Director

6/26/08
Date

Funds available thru Adult Probation Acct#: 8-1297-423-00-320-008-8-671



TXMAS
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*** SIGNATURE REQUIRED FOR AUTHORIZATION TO PROCEED ***

- If this proposal is approved please fill out this acceptance page & fax to (956) 428-1591. This will assist us with scheduling & ordering any part necessary to proceed with the work.

By(print): _____

Title: _____

Signature: _____

* Purchase Order: _____

Date: _____



TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "in-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 30% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.



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10. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.

11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the-indemnifying Party.

12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

13. **Entire AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.