



carolyn thornton
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carolyn.thornton@co.hidalgo.tx.us



CONTRACT: 22010601 Comprehensive HVA
End Date: Mar-31-2025

BID DATE: 05/25/22 **REVISION:** 4
TO: Hidalgo County **LAST ADDENDUM:** NA
PROJECT: Hidalgo County Precinct 4 Justice Center

PROPOSAL

We are pleased to provide pricing for the **JOHNSON CONTROLS – BAS Scope** for the above referenced project. This proposal is in accordance with the Johnson Controls TIPS contract #22010601.



**DESCRIPTION: JOHNSON CONTROLS METASYS BUILDING AUTOMATION SYSTEM:
Tie to Owners Existing BAS JCI SERVER:**

- **Metasys Facility Management System Summary:**
 - **Communicate with Existing JCI Server**
 - **Provide new Network Automation Engine**
 - **Provide Communication and control via Bacnet / DDC to Qty (8) DX RTUs**
 - **Provide Communication On/Off/Status to Qty (1) DX Mini-split & Qty (18) Exhaust Fans**
 - **One-year warranty**

Summary Description of Work per Site as follows:

- 1) Provide Communication to
(8) DX Roof top units via BACnet Communication (Bacnet cards, temp, RH sensors provided by RTU Manufacturer)
- 2) Provide Communication On/Off/Status for Qty (1) DX Mini Split & Qty (18) Exhaust Fans

PRICING OPTION 1:

INTEGRATION BASE PRICE -----\$78,506.33 Controls only
PAYMENT BOND -----\$196.27

NOTE:

Provide Johnson Controls factory certified training with EMS operators at the completion of project.

Exclusions:

- Smoke Detectors provided by others
- Variable Frequency Drives (VFD's) provided by others
- Air flow Monitoring Stations are excluded
- Fire and Smoke Dampers provided by others
- Mechanical Dampers are excluded
- If integration is chosen then BacNet are the HVAC Mechanical Contractor & Unit Manufacturers responsibility
- Items, or work outside the scope, plans, & specifications would be quoted separately and or added as a change order to the contract at the customer's approval
- Air & Water testing & balancing is provided by others
- Pricing will not be held or honored after 10-days from the date on this proposal & is subject to change based on current economic conditions as well as issues with supply chain, rising fuel prices, a shortage in microchips.

Price good for 10 days from quote date.

Respectfully,

Lonnie Cavazos

Johnson Controls, Inc.


Senior Account Executive

Tel: (956)535-2718

Email: Adalberto.cavazos@jci.com

SIGNATURE REQUIRED FOR AUTHORIZATION TO PROCEED

- If this proposal is approved please fill out this acceptance page and email to adalberto.cavazos@jci.com This will assist us with scheduling & ordering any part necessary to proceed with the work.

CUSTOMER APPROVAL:	
Total Price:	\$78,702.60
Customer Name:	HIDALGO COUNTY
Signature (*)	
Date:	06/02/2022
* By signing this proposal, you agree to purchase the bill of material as described in this proposal document, pursuant to the attached standard terms and conditions and for the Total Price documented on the above line.	

(1) **AGREEMENT AND LIMITATIONS.** Buyer accepts these Standard Terms and Conditions by signing and returning Seller's Quotation, by sending a purchase order in response to the Quotation, or Buyer's instructions to Seller to begin work, including shipment of product or performance of services. Upon Buyer's acceptance, Seller's Quotation and the related terms and conditions referred to in the Quotation shall constitute the entire agreement relating to the products, equipment and services covered by the Quotation (the "Agreement"). No terms, conditions or warranties other than those identified in the Quotation and no agreement or understanding, oral or written, in any way purporting to modify such terms and conditions whether contained in Buyer's purchase order or shipping release forms, or elsewhere, shall be binding on Seller unless hereafter made in writing and signed by Seller's authorized representative. Buyer is hereby notified of Seller's express rejection of any terms inconsistent with these Standard Terms and Conditions or to any other terms proposed by Buyer in accepting Seller's Quotation. Neither Seller's subsequent lack of objection to any such terms, nor the delivery of the products or services, shall constitute an agreement by Seller to any such terms.

(2) **TERMINATION OR MODIFICATION.** If either party materially breaches this agreement, the other party may notify the breaching party in writing, setting out the breach, and the breaching party will have 30 days following such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may by written notice terminate the Agreement. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer. Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller reasonable expenses incurred and damage sustained by Seller on account of such cancellation or modification.

(3) **PRICE, SHIPMENT, AND PAYMENT.** Prices on accepted orders are firm for a period of 90 days from date of acceptance. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. All payments are due in accordance with the Texas Prompt Payment Act from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be made by means of a confirmed irrevocable letter of credit.

(4) **TAXES.** All prices exclude state and local use, sales or similar taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

(5) **DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART.

(6) **LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under the Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner. If Seller installs or furnishes product or equipment under the Agreement, and such product or equipment, or any part thereof, is covered by a manufacturer's warranty, Seller will transfer the benefits of that manufacturer's warranty to Buyer. This limited warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity; (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. TO THE EXTENT ALLOWED BY THE CONSTITUTION, AND THE LAWS OF THE STATE OF TEXAS, THE THIS WARRANTY IS EXCLUSIVE AND IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

(7) **INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, in such event and to the extent allowed by the Constitution and the laws of the state of Texas, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense.

(8) **PATENTS.** Seller shall indemnify, defend, or at its option settle, and hold Buyer and its directors, officers, employees, agents, subsidiaries, affiliates, subcontractors and assignees, harmless from and against any and all claims, suits, actions or proceeds ("Claims") against such parties based upon the infringement or alleged infringement, or violation or alleged violation, of (a) any United States patent and (b) any copyright, trademark, trade secret or other proprietary right of a third party which is enforceable in the United States, as a result of Buyer's use of the product or equipment within the United States, provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) to the extent allowed by the Constitution and the laws of the state of Texas, Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. TO THE EXTENT ALLOWED BY THE CONSTITUTION, AND THE LAWS OF THE STATE OF TEXAS, THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance with Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment;

(9) **GOVERNING LAW.** The formation and performance of the Agreement shall be governed by the laws of the State of Texas, U.S.A. Any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(10) **DISPUTE RESOLUTION.** The venue for any mediation shall be in Hidalgo County, Texas.

(11) **SOFTWARE LICENSE.** To the extent software is provided by Seller under the Agreement, Buyer agrees that such software may only be used in accordance with the terms and conditions of the software license agreement that accompanies the software. Buyer agrees not to directly or indirectly decompile, disassemble, reverse engineer or otherwise derive the source code for the software. If Buyer is a U.S. Government agency, Buyer acknowledges that the software licensed under the Agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights relating to the software are limited to those rights applicable to Buyer's as set forth herein and is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

(12) **MISCELLANEOUS**

(a) **CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in local code requirements which become effective after Seller has accepted Buyer's order.

(b) **CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. To the extent allowed by the Constitution and the laws of the state of Texas, Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid. To the extent allowed by the Constitution and the laws of the state of Texas, this security interest secures all obligations owing Buyer to Seller.

(c) **INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes.

(d) **INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required.

(e) **COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of the United States and the State of Texas. Buyer shall comply fully with such laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.



Johnson Controls
Rider to HVAC Installation Agreement for Agreements <\$250,000 (US and Canada)

This Rider is between Johnson Controls (as defined below) and Customer (as defined below) and amends the Describe the Agreement (the "Agreement") and is effective as of the date last signed.

- 1. Prime Contract. Any upstream contracts are only binding on Johnson Controls if such requirements explicitly apply to Johnson Controls' scope of work...
2. Indemnity. Johnson Controls agrees to indemnify Customer for damages, losses and expenses with respect to third-party claims...
3. Limitation of Liability and Waiver of Consequential Damages. TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS: IN NO EVENT SHALL JOHNSON CONTROLS' AND ITS AFFILIATES' AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS' AND VENDORS' AGGREGATE LIABILITY RELATING TO THIS AGREEMENT OR THE SERVICES CONTEMPLATED THEREBY EXCEED \$250,000, REGARDLESS OF THE CAUSE AND WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE.

Hidalgo County ("Customer")

Johnson Controls, Inc. ("Johnson Controls")

By: [Signature]
Authorized Signatory

Title: Hon. Richard F. Cortez, County Judge

Date: 06/02/2022

[Signature]

By:
Authorized Signatory

Title: HVAC Install Manager

Date: 5/26/2022

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON May 31, 2022.

Agenda Item No. 85762

Executive Office: ms

VENDOR:
Johnson Controls, Inc.

COUNTY:
COUNTY OF HIDALGO

Chris Golson
[Chris Golson \(Jun 7, 2022 12:02 CDT\)](#)
Chris Golson, HVAC Install Manager

Richard F Cortez
Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

ATTEST:



Amanda D. Austin
Amanda D. Austin, Assistant District Attorney

Arturo Guajardo Jr
Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(Minutes)

SUPPLEMENTAL SIGNATURES:
(If Applicable)

connection with the construction of the new Precinct 4 Justice Center.

Description	
Original Contract Sum	\$4,026,100.00
Change Order No. 1	
* Credit for eleven (11) Bradley #5241 toilet tissue dispensers	(\$140.00)
* Balance of upgrade to emergency generator	\$6,486.10
Total Add to Contract	\$6,346.10
New Contract Sum	\$4,032,446.10

APPROVED

Requesting authority for County Judge to sign required documents.

3. AI-85762 A. Requesting acceptance and approval of the proposal submitted by Johnson Controls, Inc. in the total amount of \$78,702.60 through TIPS Cooperative Contract No. 22010601 for the HVAC Automation Controls System to the new Justice Center located in Precinct 4.
- B. Requesting authority to submit "Johnson Controls Rider to HVAC Installation Agreement for Agreements <\$250,000" as requested by vendor, JCI, to make part of the purchase agreement to ensure the key risk provisions are equitable, reasonable and consistent with the marketplace.

C. County Judge's Office

1. AI-86009 A. Requesting exemption from competitive bidding requirements, under TX Local Government Code 262.024 (a)(4), a personal service.
 B. Acceptance and approval of personal service agreement and fee schedule for consulting services related to County Planning and Economic Development services with Mike Perez, subject to HB 1295 and Accord Insurance.

MRP Consulting Service LLC

D. Pct. 1

1. AI-85967 Requesting authority to advertise the procurement packet for the "Hargill Solar Lights Project" in Precinct No.1, including the re-advertising, if applicable.
2. AI-85933 A. Requesting authority to reject sole bid received for RFB 2021-0795-04-27- for Lease of Parcel for Citizen Collection Site - Mercedes Area due to alternate location not meeting specifications.
 B. Requesting authority to advertise with approval of RFB procurement packet as attached hereto for Lease of Parcel for Citizen Collection Site - Mercedes Area including the re-advertising if applicable.

E. Pct. 2

1. AI-86055 A. Requesting exemption from competitive bidding requirements under the Texas Local Government code, Section 262.024 (A) (4) professional services;
 B. Presentation of scoring grid (for the purposes of ranking by CC) the firms graded











22-0218 Automated Controls to Support HVAC System for HC Justice Center

Final Audit Report

2022-06-08

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 Agreement completed.

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