

THE STATE OF TEXAS §
 §
COUNTY OF WEBB §

AGREEMENT

This is an AGREEMENT made by and between Webb County, a political subdivision of the State of Texas, acting through its Commissioner Court, 1000 Houston Street, Laredo, Texas 78040 (hereinafter referred to as "County" or "Customer"), and Johnson Controls Fire Protection, LP (hereinafter referred to as "Contractor"), a Foreign Limited Partnership, 3660 Thousand Oaks Drive Suite 216, San Antonio, Texas 78247.

Recitals

Whereas, Webb County seeks to have the installation of a new automated door control system (hardware-Operator Workstation Equipment and software-GUI) upgrades for the Webb County Juvenile Detention Facility (the "Project"), along with all labor, materials, and all incidentals to be located at the Webb County Juvenile Detention Facility located at 111 Camino Nuevo, Laredo, Webb County, Texas; and,

Whereas, Contractor represents that it is qualified and capable of providing the necessary installation work and performing the services called for in this agreement and is willing to perform these services; and

Whereas, Webb County desires that Contractor provide the installation services as set forth herein;

Now, Therefore, Webb County and Contractor, in consideration of their mutual promises and benefits, do mutually agree as follows:

Section 1. Scope of Services.

Contractor agrees to furnish all supervision, labor, materials, supplies, equipment, and subcontracting necessary and required for the installation of a new automated door control system (hardware-Operator Workstation Equipment and software-GUI) upgrade ("Omron System Upgrade"), along with all labor, materials, and all incidentals. The services, and additional conditions/requirements under which these services are to be provided are more particularly described in **Exhibit A**, "General Contract Requirements, Scope of Services, and Pricing" attached hereto and incorporated hereinabove reference as if set forth in full for all intents and purposes. Further, this Agreement is subject to the installation as set out under Contractor's Proposal dated November 11, 2024 and as set out in **Exhibit "B"** which is also incorporated by reference and as set forth in full for all intents and purposes. A three page Rider to this Agreement is attached as **Exhibit "C,"** which is also incorporated by reference and as set forth in full for all intents and purposes.

Section 2. Compensation.

For and in consideration of the material's provided and services rendered by Contractor, the County shall pay Contractor **ONE HUNDRED SIX THOUSAND TWO HUNDRED TWO DOLLARS (\$106,202.00), exclusive of applicable taxes**. Said payment is intended to compensate Contractor for all time, materials, and expenses. All equipment, tools and supplies necessary in the provision of services hereunder shall be supplied by Contractor at its own expense. Notwithstanding the above, the County shall have no obligation to pay for any work, services, or expenditures hereunder which have been rendered or incurred without prior authorization as described in Section 3. Furthermore, in no event will the County be obligated to compensate Contractor more than **\$106,202.00 (exclusive of applicable taxes)** or shall Contractor be required to provide services, which would entitle Contractor to compensation in excess of **\$106,202.00 (exclusive of applicable taxes)** such amount is subject to Section 10, "Limit of Appropriation".

Section 3. Authorization and Supervision.

The County representative, as assigned by Webb County on a project-by-project basis, will be the contact person for Contractor. The County Representative for this Project is **Guillermo Cuellar, P.E., Webb County Engineering Department**. Prior to the commencement of work under this agreement; Contractor shall obtain authorization to commence work hereunder from the County Representative. Contractor shall provide competent, full-time supervision of the work at all times during the term of this Agreement.

Section 4. Method of Payment.

Under the payment terms set out in **Exhibit "B"**, the County shall pay Contractor the contract price or One Hundred Six Thousand Two Hundred Two Dollars (\$106,202.00) upon the satisfactory installation of said equipment by Contractor. The County shall pay Contractor upon submittal of invoice statement within thirty (30) days after the County Auditor approves same.

Section 5. Term.

This agreement is effective upon approval by the Webb County Commissioners Court. Contractor shall complete all installation work under this Contract within One Hundred Twenty (120) days from the issuance of the "Notice to Proceed" by Webb County's Representative.

Section 6. Compliance.

Contractor agrees to perform the services hereunder in accordance with generally accepted standards applicable thereto and shall comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services performed hereunder. Contractor shall not access any information which they are not authorized to receive, and under no circumstances shall Contractor at any time, during the term of this Agreement or thereafter, release or divulge any confidential material, information or documents received during the performance of their services hereunder without the express written consent of the County, nor shall Contractor copy, recreate or use any such confidential information or documents other than for the performance of this agreement. Contractor shall obtain, at its own expense, all permits, certificates, and licenses as may be required in the performance of the services required hereunder.

Section 7. Indemnity.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND SAVE WHOLE AND HARMLESS THE COUNTY AND ALL ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, NAME, AND DESCRIPTION BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES, INCLUDING DEATH, RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ON ACCOUNT OF, ARISING OUT OF, OR IN CONNECTION WITH, ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL ALSO DEFEND AND INDEMNIFY THE COUNTY AGAINST CLAIMS BY ANY SUBCONTRACTOR, SUPPLIER, LABORER, MATERIALMAN, OR MECHANIC FOR PAYMENT FOR WORK OR MATERIALS PROVIDED ON BEHALF OF CONTRACTOR IN THE PERFORMANCE OF THE SERVICES HEREUNDER; AND ALL SUCH CLAIMANTS SHALL LOOK SOLELY TO CONTRACTOR AND NOT TO THE COUNTY FOR SATISFACTION OF ALL SUCH CLAIMS.

CONVERSELY, COUNTY, TO THE EXTENT PERMITTED BY LAW, SHALL DEFEND, INDEMNIFY, AND SAVE WHOLE AND HARMLESS THE CONTRACTOR AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR GROUP") FROM AND AGAINST SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION BROUGHT FOR OR ON ACCOUNT OF, ARISING OUT OF, OR IN CONNECTION WITH, ANY NEGLIGENT ACT OR OMISSION TO THE EXTENT CAUSED BY COUNTY GROUP IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. HOWEVER, THE FOREGOING OBLIGATIONS OF COUNTY TO DEFEND, INDEMNIFY AND SAVE WHOLE AND HOLD HARMLESS CONTRACTOR GROUP SHALL NOT APPLY TO THE EXTENT THAT ANY SUCH CLAIMS ARE CAUSED BY, RESULT FROM, OR ARISE OUT OF FROM ANY KIND OF NEGLIGENCE, FAULT OR WILLFUL MISCONDUCT OF ANY MEMBER OF CONTRACTOR'S GROUP.

NEITHER PARTY ACCEPTS ANY AND ALL PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFIT, LOSS OF USE, OR COMMERCIAL LOSS, REGARDLESS OF THE CAUSE OR LEGAL THEORY OF RECOVERY, INCLUDING ANY KIND OF NEGLIGENCE OR WILLFUL MISCONDUCT.

Section 8. Assignment.

Other than as contemplated in Exhibits "A", and "B", Contractor shall not sell, assign, transfer or convey this Agreement, in whole or in part, without the prior written consent of the County. As a condition of such consent, Contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

Section 9. Insurance.

Prior to the beginning of any work hereunder, Contractor shall provide proof and maintain the following insurance policies:

- A. Workmen's Compensation & Employers Liability Insurance. The contractor shall procure and shall maintain during the life of this Contract Workers' Compensation Insurance as required statutory limits as provided by applicable State law for his/her employees to be engaged in work at the site on the Project under this Contract and, in case work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In the case where any class of employees engaged in hazardous work on the project under this Contract and is not protected under the Workers' Compensation Statue, the Contractor shall provide and shall cause each subcontractor to provide adequate employee liability insurance for the protection of such o his/her employees as not otherwise protected in the following amounts: \$1,000,000 each occurrence each accident/\$1,000,000 by disease each occurrence/\$1,000 ,000 disease aggregate.
- B. Commercial General Liability Insurance. Contractor and any of Contractors' Subcontractors shall maintain Commercial General Liability for the Project written on an occurrence form with policy limits or not less than One Million Dollars (\$1,000,000.00) each occurrence, Two Million Dollars (\$2,000,000.00) general aggregate for bodily injury and property damage, which coverage shall include products/completed operations and a separate products/completed operation aggregate. There should be no XCU (Explosion, Collapse, and Underground) exclusion. Coverage must be written on an occurrence form and name Webb County as additional insured.
- C. Commercial Auto Liability Insurance. Contractor and any of Contractor's Subcontractors shall maintain Automobile Liability Insurance covering hired or any other vehicles owned, and non-owned vehicles used, by the Contractor at a minimum of not less than One Million Dollars (\$1,000,000.0) per occurrence for bodily injury and property damage.
- D. The contractor shall procure and shall maintain during the life of this Contract, insurance in the amount listed under Paragraph 9(A), (B), & (C).
- E. Proof of Carriage of Insurance. The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following: "The Insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner." The Owner

shall be named as Insureds or Additional Insureds with respect to all insurances required by be carried by Contractor except for Workers Compensation and Employers Liability. A blanket waiver of subrogation in favor of Webb County, Texas shall be contained in the Worker's Compensation and all liability coverage.

Section 10. Payment and Performance Bonds

Contractor shall provide a payment bond and a performance bond in the penal amount of the contract price that being One Hundred Six Thousand Two Hundred Two Dollars (\$106,202.00). Bonds must be issued by companies authorized and admitted to do business in the State of Texas and rated A-: VII or better by A.M. Best Company (Best's Key Rating Guide, current Edition, and as amended) and/or otherwise acceptable to the County. Contractor shall supply the required Performance/Payment bonds in the Penal Amount of One Hundred Six Thousand Two Hundred Two Dollars (\$106,202.00) to the County within Seven (7) days of execution of this Contract or not later than Ten (10) working days prior the date of the scheduled installation of materials under this contract which shall be the "DEADLINE" for compliance herewith and which both parties have mutually agreed to as an "Express Condition Precedent" to this contract.

Section 11. Limit of Appropriation.

Contractor has been advised by the County, and Contractor understands and agrees, such understanding and agreement being of the absolute essence of this agreement, that the County shall have available the sum of \$106,202.00 specifically allocated to fully discharge any and all liabilities of the County under this Contract, and that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the County shall become liable to pay to Contractor hereunder, shall not exceed under any conditions, circumstances or interpretations thereof the amount certified for the applicable fiscal year.

Section 12. Termination.

Either party hereto may terminate this agreement at any time, either with or without cause, by giving the other party at least thirty days advance written notice. As soon as practicable after termination, Contractor shall submit, in accordance with Section 4, its statement showing in detail the services performed hereunder to the date of termination.

Section 13. Address of Notices.

Any notice required or permitted to be given by one party to the other party under this Agreement may be given by certified or registered U. S. mail, postage prepaid, addressed to the appropriate party as follows:

Webb County

Tano E. Tijerina
Webb County Judge
1000 Houston Street
Laredo, Texas 78040

Johnson Controls Fire Protection, LP

Charles Lee, Life Safety Systems Executive
3660 Thousand Oaks Drive, Suite 216
San Antonio, Texas 78247
E-Mail: charles.lee@jci.com

Copy to:

Guillermo Cuellar, P.E.
Webb County Engineering Department
1620 Santa Ursula
Laredo, Texas 78040
gbcuellar@webbcountytx.gov

Any notice given as herein provided shall be deemed given and received upon deposit in the U.S. mail.

Section 14. Date of Commencement.

Contractor shall commence construction on the date set forth in the "Notice to Proceed."

Section 15. Substantial Completion.

Substantial Completion is the stage in the progress of the completion of the work covered by this Agreement where the work on the Premises is sufficiently complete in accordance with the work specified in the **Exhibit B**.

Section 16. Date of Final Completion/Liquidated Damages.

The date of final completion of this Project shall One Hundred Twenty Days (120) calendar days after the date of commencement of the Work as set forth in the written and dated "Notice to Proceed" issued by County to Contractor.

The time set forth for the completion of the Work is an essential element of the Agreement. For each working day under the conditions described in the preceding Paragraph that any work shall remain uncompleted after the expiration of the working days specified in the Agreement together with any additional working days allowed, the amount per day of Four Hundred (\$400) per day shall be deducted from the money due or become due the Contractor, not as a penalty but as liquidated damages.

Section 17. Entire Agreement.

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect. This Contract shall be binding and effective only is and when it has been signed by both parties.

Section 18. Inconsistencies.

Where there exists any inconsistency between this Contract and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Contract shall control.

Section 19. Severability.

Each paragraph and provision hereof is severable from the entire Contract and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

Section 20. Law of Texas/Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regards to choice of law rules of any jurisdiction and shall be enforced in the Webb County, Texas. County and Contractor agree that any litigation regarding this Contract shall take place in the State Courts of Webb County, Texas.

Section 21. Entire Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.

Section 22. Amendment.

No changes to this Contract shall be made except upon written agreement of both parties.

Section 23. Headings.

The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

Section 24. Waiver.

The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

Section 25. Counterparts.

This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

Section 26. Terminology and Definitions.

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall

include all other genders; the singular shall include the plural and the plural shall include the singular.

Section 27. Rule of Construction.

The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

Section 28. Immunity.

Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

Section 29. Legal Compliance.

The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this agreement. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this agreement, or to cease performing any act required by this agreement, this agreement shall be deemed to have been modified to conform with the requirements of such law, regulation or rule.

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

IN WITNESS WHEREOF, the parties aforesaid have duly executed the foregoing instrument, or caused the same to be executed in duplicate originals on the dates set forth below.

WEBB COUNTY:

Tano E. Tijerina
Webb County Judge

Date: _____, 2025

CONTRACTOR:

JOHNSON CONTROLS FIRE
PROTECTION, LP

BY: SIMPLEX TIME RECORDER, LLC:
GENERAL PARTNER:

_____, Title

Date: _____, 2025

ATTESTED:

Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Fortunato G. Paredes
Webb County Civil Legal Division

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

EXHIBIT A

GENERAL CONTRACT REQUIREMENTS, SCOPE OF SERVICES AND PRICING

Article 1 GENERAL CONTRACT REQUIREMENTS

Section 1.01 Description of Work.

The purpose of this Contract is for the Contractor to furnish all labor, equipment, materials, and incidentals necessary to install an automated door control system at the Webb County Juvenile Detention Facility as to be provided to Webb County by a Third Party and as more specifically set out in the attached **Exhibit B**.

Section 1.02 Location.

At the County Representative's request, the Contractor shall provide an installation schedule. The installation schedule will be a bar-type schedule and shall be of sufficient detail to show installation sequence for different items of work.

Section 1.03 Payment.

Payment under this contract will be under the terms as set out in **Exhibit "B"** and pursuant to Section 4 of this Contract.

Section 1.04 Acceptances and Final Payment.

The Contractor shall, as soon as practicable after the completion of the installation project shall submit for payment an invoice to pay the balance of what is owed Contractor under the Contract. Within thirty (30) days after approval by the Commissioners' Court and the County Auditor, the County shall pay the Contractor the amount. Payment by the County shall not be construed to be an acceptance of any defective Work or improper materials, or a release from any claim for damages. The payment of the final amount due under the Contract, and the adjustment and payment of the bill rendered for any Work done in accordance with any alterations of the Contract by a Change Order, shall release the County and all Representatives from any and all claims or liability on account of Work performed under the Contract or alterations thereof. The Contractor will examine the Final Estimate and if correct will certify under oath to the payment by the Contractor of all claims against the Contractor for labor, materials, and supplies, furnished the Contractor by all persons and firms in the performance of the Contract.

Section 1.05 Permits & Licenses.

If required, the Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

Section 1.06 Construction Manager.

A full-time designated Construction Manager must be present at all times that work is in progress, and must be capable of making decisions on the Contractor's behalf.

Section 1.07 Subcontractors.

At the request of the County Representative, the Contractor must submit a list of all

subcontractors prior to commencing work. During the course of this project, the County Representative must be notified of any changes in subcontractors.

Article II. PROSECUTION OF THE PROJECT

Section 2.01 Parking.

The Contractor shall be responsible for the parking of his vehicles in a legal manner at no additional expense or inconvenience to Webb County.

Section 2.02 Storage.

1. General - The Contractor shall be fully responsible for the security and safe keeping of any stored materials.
2. The Contractor may use open areas of the site for the storage of materials at his own risk. The County must approve of storage areas.
3. The Contractor may not use any existing part of any existing Webb County building for storage of materials unless approved in writing to do so by the County Representative.
4. Remote - The Contractor may use a location "on" or "off" the job site for storage of materials. However, if he intends to submit requests for payment for stored materials, then Webb County, at its discretion, may pay for actual cost of material stored (less stipulated retainage) under the following conditions:
 - a. The Contractor shall apply for and receive advanced written approval from the County Representative.
 - b. The intended location must be judged suitable and secure by the County Representative and the materials shall be fully insured.
 - c. The Contractor shall pay all costs related to the storage including loading, unloading, transportation, warehouse rent, and insurance.
 - d. The quantity and quality of material shall be inspected by the County representative, to ascertain compliance with the Contract Documents, paid invoices and materials list.

Section 2.03 Hours of Work.

1. The building/site will be occupied by Webb County during the course of the project.
2. The County Representative shall establish time/hours that work shall be executed as best to suit the facility function and/or activity.
3. If it becomes necessary to work on weekends, holidays, and after the hours established by the County Representative, a written request to work shall be submitted for approval to the County, twenty-four (24) hours prior to performing the work. Access to the site during these

hours shall be coordinated through the County Representative.

4. Work shall be performed so as to not interfere with normal activities occurring outside the work area.
 - a. Building Projects - If inclement weather impacts any portion of the project such that the project completion date is delayed (regardless of whether work is being performed on any other scheduled portion of the project during that time), then that day shall be deemed an Inclement Weather Day or Rain Day.

Section 2.04 Work Commencement.

If requested by the County Representative, the Contractor shall notify the County Representative forty-eight (48) hours prior to starting or restarting work on the project.

Section 2.05 Cover-up Inspection

The Contractor shall notify the County Representative a minimum of forty-eight (48) hours prior to any cover-up inspection. Any work covered-up prior to inspection and sign off shall be considered non-conforming to contract requirements.

Section 2.06 Wage Scale Posting.

If requested by the County Representative, the Contractor shall post the wage scale at all times at the site of work in a prominent place where it can be easily seen by the workers.

Section 2.07 Pay Estimate Posting.

If requested by the County Representative, the Contractor shall post the most current processed monthly pay estimate for the project at the site of work in a prominent place where it can be easily seen by the subcontractors.

Article III. CONTRACT ADMINISTRATION PROCEDURES

Section 3.01 Clarifications.

All clarifications required by the Contractor shall be requested in an expeditious manner from the County Representative in the written form of a Request for Information (RFI). No additional compensation to the Contractor will be allowed for delays resulting from late requests for clarifications. Responses to RFI's will not be binding on Webb County until confirmed in writing by the County Representative.

Section 3.02 Changes in Contract:

All proposed costs for a change in contract must be supported by itemized accounting of material, equipment and labor in sufficient detail to allow value analysis by the County Representative. Webb County shall have up to ten (10) calendar days from date of receipt of written proposal for review and approval by the County Representative.

On changes involving both additions and deletions, percentages for overhead and profit will be allowed only on the net addition.

Section 3.03 Preservation and Restoration of Property.

Webb County reserves the right to repair damages to existing property made necessary through an act, omission or misconduct, or in consequence of the non-performance of the Work on the part of the Contractor, his employees or subcontractors, if the Contractor fails to respond to written demand for the repair within 24 hours of such notification; Repairs made by the County on the Contractor's behalf shall be reimbursed by the Contractor to the County or said costs of repairs may be deducted from amounts owed to the Contractor.

Section 3.04 Substantial Completion.

Substantial Completion occurs when the project can be used for its intended purpose. Substantial completion occurs when all mechanical, and electrical systems and fixtures are operational. The County Representative shall issue a substantial completion certificate setting forth a time limit for remedying the punch list items, as determined by the County Representative. The substantial completion certificate effectively stops the contract time. Failure of the Contractor to complete punch list items within the time limit shall result in the assessment of liquidated damages being assessed against the contract in an amount equal to one half of the liquidated damages applicable to delays prior to substantial completion. Warranty periods and dates for the owner to assume responsibility for utilities, shall be the date of substantial completion.

Section 3.05 Warranties.

All items having a manufacturer's warranty installed under this contract shall be installed by or under the directive of the manufacturer or his certified agent in order to conform with the manufacturer's warranty requirements. All work involving manufacturer's products shall be performed in accordance with manufacturer's recommendations in order to maintain all warranties.

Immediately prior to expiration of any applicable one (1) year standard warranty period, or any extended warranty, the Contractor shall inspect the Work in the company of the County Representative. The County shall be given not less than fourteen (14) calendar days' notice prior to the anticipated date of warranty expiration. Where any portion of the Work has proven to be defective and requires replacement, repair or adjustment, the Contractor shall immediately provide materials and labor necessary to remedy such defective Work and shall prosecute such Work without delay until completed to the satisfaction of the County Representative, even though the date of completion of the corrective work may extend beyond the expiration date of the warranty period.

Section 3.06 Emergencies.

In emergencies affecting the safety or protection of persons, or the Work, or Property at the site, or adjacent thereto, the Contractor, without special instruction or authorization from the County or the County Representative, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the County Representative prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby.

Section 3.07 Sanitary Provisions.

The Contractor shall provide and maintain in a neat, sanitary condition, such accommodations for the use of its employees as may be necessary to comply with the requirements of any Federal, State, County or City laws, ordinances or regulations.

Section 3.08 Safety & Health Standards.

The Contractor shall observe and comply with all safety and health standards and to all legislation and amendments enacted for the safety and health of Contractor's employees. Such safety and health standards shall apply to all Subcontractors, and the Contractor shall be responsible for initiating, maintaining, supervising and inspecting safety programs, safety systems and safety precautions, including, but not limited to, trench safety requirements, in connection with the Work.

Authority of County Representative:

The Work shall be done under the direct observation of the County Representative and to the Representative's satisfaction. The County Representative shall decide any and all questions which may arise as to the quality or acceptability of materials furnished, work performed, and rate of progress of the Work. The County Representative's decisions under this provision shall be final and binding on both parties hereto.

Section 3.09 Contractor's Responsibility for Work.

Until the acceptance of the Work by the County Representative as evidenced in writing; the Work shall be under the charge and care of the Contractor. The Contractor shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good at the Contractor's own expense all injuries or damages to any portion of the Work before its completion and acceptance. The Contractor shall keep the premises free from accumulation of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, the Contractor shall leave the site clean and ready for its use by the County.

Section 3.10 Preservation & Restoration of Property.

The Contractor shall be responsible for the preservation of the County's property adjacent to the project. When or where any direct or indirect damage is done to the County's, or adjacent, property by or on account of any act, omission, neglect or misconduct in the performance of the Work or in consequence of the nonperformance thereof on the part of the Contractor, the Contractor shall restore, at the Contractor's own expense, such property to a condition equal to that existing before such damage was done by repairing, rebuilding or otherwise restoring same, or the Contractor will make good such damage in an acceptable manner.

Protection against Claims of Subcontractors, Laborers, Material & Furnishers of Machinery.

The Contractor shall indemnify and save the County harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen and

furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of the Contract. When so desired by the County, the Contractor shall furnish satisfactory evidence that all obligations of the nature herein above designated have been paid, discharged or waived.

Section 3.11 Inspection.

Inspectors/County Representative shall be authorized to inspect all work in progress, all Work completed and all materials furnished. The Inspector/County Representative shall not be authorized to revoke, alter, enlarge, relax or release any requirements of these Specifications. If requested by the County Representative, the Contractor shall also furnish the County Representative a statement from the Subcontractor that the Subcontractor understands the Drawings and Specifications and is properly qualified to perform such Work. No Subcontract will in any way affect the terms of the Contract between the County and the Contractor or relieve the Contractor of any of its obligations thereunder.

Whenever the Contractor is permitted or directed to do night work, or to vary the period during which the Work is carried on each day, the Contractor shall give the County Representative due notice so that inspections may be performed. Such Work shall be done without extra compensation. The Contractor will furnish the County Representative a schedule for this night work.

Should the County Representative require it, the Contractor shall at any time during the construction of Work, make openings for inspection through any part of said Work to such extent as the County Representative may direct, and the Contractor shall make the same good again to the satisfaction of the County Representative. Should the Work, from the opinion of the County Representative, be found to be faulty in any respect, the Contractor at the Contractors expense shall replace all such faulty Work.

Section 3.12 Abandonment of Work.

If the Contractor fails to begin the work within the time specified; or fails to make deliveries on to provide sufficient workmen and equipment or sufficient materials to insure the prompt completion; or performs the Contract unsuitably; or neglects or refuses to remove materials or perform a new such Work as shall have been rejected as defective or unsuitable; or discontinues the prosecution of the Work; or becomes insolvent or is declared bankrupt; or commits any act of bankruptcy or insolvency; or allows any final judgment to stand against the Contractor unsatisfied for a period of forty-eight (48) hours or longer; or makes an assignment for the benefit of creditors; or fails to comply with any of the conditions of the Contract to such an extent that the Contract is forfeited or abandoned by the Contractor, or declared abandoned or suspended by the County; or if the Contractor for any other cause whatsoever shall not carry on the Work or perform the Contract in an acceptable manner, then and in that event, the Surety on the Contractor's Performance Bond shall have the right and privilege, within seven (7) calendar days after the date of notice of such action from the County, to assume control of the Contract and all Work thereunder and to sublet or complete the Work in strict conformity with the provisions of said Contract. Failure of the Surety to do so within said seven (7) calendar days will result in an immediate forfeiture of all right to thereafter assume control of the Contract and the Work thereunder, in which event the County shall have the right to take the

prosecution of the Work out of the hands of the Contractor and to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and enter into an agreement for the completion of the Contract according to the terms and provisions thereof or use such other methods as in the County Representative's opinion may be required or desirable for the completion of the Contract in an acceptable manner. All costs and charges incurred by the County, together with the costs of completing the Work, shall be deducted from any money due or which may become due said Contractor. In the event the cost and expense so incurred by the County is less than the sum which would have been payable under the Contract if it had been completed by said Contractor, then the said Contractor and/or Surety shall be entitled to receive the difference. In the event such cost shall exceed the amount which would have been payable under the Contract, then the Contractor and Surety shall be liable and shall pay to the County the amount of said excess.

Section 3.13 Termination for Convenience of the County.

The County may terminate this Agreement at any time by notice in writing to the Contractor. Upon receipt of such notice, the Contractor shall stop all work. Within thirty (30) days after receipt of notice of termination, the Contractor shall submit a statement, showing in detail the work performed under this Agreement to the date of termination. The County shall then pay the Contractor that proportion of the contract price which the work actually performed under this Agreement bears to the total work called for under this Agreement, less such payments as have been previously made. The County suggests that the Contractor have a similar termination provision in all its contracts inasmuch as the County will not compensate the Contractor for loss of profits or any other damage resulting from such termination.

Section 3.14 Guarantee.

The Contractor agrees to replace, without cost to the County, any Work found to be improper or defective and to make good all damage or other Work caused by such replacement. The guarantee period for the Work is one year from substantial completion of the project. Additional guarantees for specific items may also be required by the Specifications. The guarantees must be presented to, and approved by, the County Representative before project acceptance and Final Payment is made.

The Contractor will supply the County with copies of all guarantees and warranties, which have been made to the Contractor by suppliers or Subcontractors, with an assignment of these guarantees and warranties to the County. Assignments will not relieve the Contractor of the Contractor's responsibility in the case of a supplier's or Subcontractor's failure to fulfill guarantee or warranty provisions. If the Contractor is prevented for any reason from making any such assignment to the County, the Contractor hereby gives the County permission to enforce any and all non-assignable guarantees and warranties in the Contractor's name, and the Contractor shall pass on to the County any benefits derived therein.

Neither final completion of the project, nor any provision in the Contract Documents relieves the Contractor of responsibility for faulty materials or workmanship during guarantee periods.



Johnson Controls Fire Protection LP
3660 Thousand Oaks Drive, Suite 216
San Antonio, TX, 78247

www.johnsoncontrols.com

PROPOSAL AND SERVICE AGREEMENT

Date: 11-04-2024 Customer #:		Prepared By: Charles Lee Employee Number: 172147 Phone #: Email: charles.lee@jci.com
SR#: Quote Ref: Webb County Proposal #: CPQ-602563		
Juvenile Detention Facility		
Omron PC - GUI - Upgrade - CPQ-602563		
Purchaser Contact Information:		
Name: Juan Mireles	Phone:956 523 -5655	Email:jmireles@webbcountytx.gov

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and or materials hereinafter described, subject to the terms and conditions of this Agreement.

Ship To Information	Bill To Information
Webb County Juvenile Detention Facility 111 Camino Nuevo, Laredo, TX, 78043-5073 .	Webb County Business Office, 1110 Washington Street, Ste. 203, Laredo, Texas 78040 or email to apinvoices@webbcountytx.gov

Scope of Work:

Johnson Controls Omron System Upgrade Proposal Webb County Juvenile Detention Facility CPQ-602563

Scope of Work:

Standard Proposal Clarifications

- This proposal is for the --, Webb County Juvenile Detention Facility - 111 Camino Nuevo, Laredo, TX. 78043
- This proposal includes Pricing and provisions of Operator Workstation Equipment with GUI Software Upgrade and replacement of Omron PLC Head-End to latest version (NX), Activation, and commissioning. Completion based on per SOW of approved.

Base Bid:

JCI will be responsible for the pricing/design/engineering/programming of the following equipment/labor.

1. Operator Workstation Equipment and GUI software (UPG)
2. New PLC Equipment to replace EOL equipment.
3. Integration programming to the Existing (Bosch) Camera System
 1. Engineered Submittals for the equipment named above.
 2. Programming for the equipment named above.
 3. Complete wiring diagrams and details for the equipment named above.
 4. Complete As-Build documentation for the equipment named above.
 5. Complete Test and check-out of the equipment named above at our Montgomery Alabama facility.
4. Installation of new Operator Workstation and PLC Equipment
 1. PLC Equipment to be installed in existing enclosure.

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5. Owner Screen / Icon theory of operations meeting with Owner.
6. Submittal & O/M's
7. 100% Systems Pre-Test
 1. It is the recommendation by the JCI, that the local office with an Owners representative complete a full 100% test of the existing system. This will ensure that if anything is not working properly, it has been identified upfront prior to any work being completed by JCI.
8. All Existing Field Equipment & Conduit & Wire will remain and be reused.
9. Customer Training - Customer training (equipment in our scope above) will be provided with our last trip (commissioning). All video tapping will be the responsibility of the owner if desired.
10. Performance Payment Bond Included

CAD drawings must be provided for our use in shop drawing preparation at no charge. Please allow 4-6 weeks from our receipt of an executed subcontract or purchase order for shop drawing completion.

Standard Proposal Exclusions

- Due to continued supply chain and material shortage issues, some material or devices may be delayed for an unknown amount of time. Johnson Controls Fire Protection continues to mitigate the shortages as much as possible.
- Proposal **does not include** provision/installation of the fiber loop connection.
- This Proposal **excludes** the provision and installation of conduit, back boxes, supports, stub-ups, and dedicated power for all fire alarm panels and power supplies. All conduit/raceway systems shall be provided with pull strings and routed per JCI installation drawings.
- Customer is to provide dedicated 120V power at each panel and power supply, where necessary.
- This Proposal **does not include** premium time. Overtime or holiday work required because of project delays created by others will be justification for a Change Order.
- This Proposal **excludes** the provision and installation of fire caulk, as well as the sealing of penetrations.
- This Proposal **excludes** any patching or painting repairs.
- This Proposal **does not include** 3-D BIM modeling of shop drawings.
- This Proposal **does not include** Support of third-party certification & testing and all liability for costs to others associated with third party certification & testing.
- Customer will provide access to all areas for work to be performed and a work environment free from hazardous material(s) or conditions. Johnson Controls will not be responsible for dismantling or removing previously installed equipment and will notify Customer when obstacles not previously identified may interfere/disrupt work to be performed as outlined in the Agreement. Where Johnson Controls cannot perform work due to conditions outside of Johnson Controls' reasonable control, the Customer may be subject to additional charges.
- Proposal **does not include** any required tax. Please add to your purchase order amount if applicable

Total Net Selling price, FOB Shipping Point, \$106,202

(Cabling and device trim out Included)

Taxes not included.

Net selling price for System, \$106,202.00

Total net selling price, \$106,202.00

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EXHIBIT "B"



Johnson Controls Fire Protection LP
3660 Thousand Oaks Drive, Suite 216
San Antonio, TX, 78247

www.johnsoncontrols.com

Items cited on this quote are products and services on the Johnson Controls Fire Protection LP Sourcewell Contract # 030421-JHN.

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.

Relevant URLs

For ordering parts, please order from <https://fire.solutions.jci.com/spare-parts>

Prevailing Wage Required?	<u>No</u>	Working Hours: Based on normal business hours Mon-Fri 7:30AM-4:00PM unless otherwise noted.
Certified Payroll Required?	<u>No</u>	
Customer/Site Tax Exempt?	<u>Yes</u>	
Payment Terms: Net 30		Total quote value: \$106,202.00

☒ Fixed Price	☐ Labor and Material	☐ NTE

Name: _____	Johnson Controls Fire Protection LP 3660 Thousand Oaks Drive, Suite 216 San Antonio, TX 78247
Title: _____	
PO#: _____	
Signature: _____	

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Johnson Controls
Rider to Service Agreement (US or Canada)

This Rider is made as of March 14, 2025 by and between **Johnson Controls Fire Protection LP** ("Johnson Controls") and **Webb County** ("Customer") and amends **Webb County's Agreement** (the "Agreement"). This Rider is effective as of the date of last signature below. In the event of a conflict between the provisions of this Rider and the Agreement, the provisions of this Rider shall prevail. To the extent any provisions of this Rider are the same or similar in any respect to any provisions of the Agreement, the same or similar provision in the Agreement is deleted and replaced with the provision in this Rider.

1. **Indemnity.** Each party, only to the extent permitted by the Constitution or the laws of the State of Texas, agrees to indemnify ("Indemnifying Party") the other party ("Indemnified Party") for all damages, losses and expenses with respect to any third-party claims against the other party for personal injury, including death, or tangible property damage but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of the Indemnifying Party in the fulfillment of its obligations under this Agreement. If a party is obligated to indemnify the other as set forth herein, the Indemnifying Party has the right but not the obligation to defend the Indemnified Party against third-party claims, and if it elects to do so, the Indemnifying Party shall have exclusive control over the defense.
2. **Liability Limitation.** IN NO EVENT SHALL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL SUPPLIERS AND VENDORS (COLLECTIVELY, "JOHNSON CONTROLS PARTIES") BE LIABLE FOR ANY DAMAGES, CLAIMS, DEMANDS, COSTS, OR LOSS RELATING TO THE AGREEMENT OR THE SERVICES CONTEMPLATED THEREBY IN ANY AMOUNT EXCEEDING THE TOTAL AMOUNTS PAID TO JOHNSON CONTROLS UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE, REGARDLESS OF THE CAUSE OR FAULT AND WHETHER ARISING UNDER CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. WHERE THIS AGREEMENT COVERS MULTIPLE SITES, LIABILITY SHALL BE LIMITED TO THE AMOUNT OF THE PAYMENTS ALLOCABLE TO THE SITE WHERE THE INCIDENT OCCURRED.
3. **Waiver of Consequential Damages.** IN NO EVENT, WHETHER IN CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL THE JOHNSON CONTROLS PARTIES BE LIABLE TO CUSTOMER (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; LOST PROFITS OR REVENUES; BUSINESS INTERRUPTION; OR DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.
4. **Insurance.** Johnson Controls shall maintain insurance to cover its proportionate share of liability in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated. Johnson Controls shall provide a certificate evidencing such coverage promptly following a Customer's request.

COVERAGES

LIMITS OF LIABILITY

Workmen's Compensation Insurance

Statutory

Commercial General Liability Insurance

\$1,000,000 Per Occurrence, \$2,000,000 Aggregate

Comprehensive Automobile Liability Insurance

\$1,000,000 Combined Single Limit

The above limits may be obtained through primary and excess policies and may be subject to self-insured retentions.

Any insurance protection afforded to the Customer under this policy will be limited to the terms of the certificate of insurance and/or endorsement and will not expand upon, alter, supplant, or supersede Johnson Controls' contractual obligations hereunder including any indemnification obligations. The amount payable under the policy will be the lesser of the amount required by the contract and the limits provided by the policy. Customer shall maintain all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage throughout the term of the Agreement.

5. **Payment.** All undisputed invoiced amounts shall be paid by Customer via ACH/EFT bank transfer and are due net thirty (30) calendar days from the date of the invoice. Invoicing disputes must be identified in writing within twenty-one (21) calendar days of the invoice date. Payments of any disputed amounts are due upon resolution.

Customer's failure to make payment when due is a material breach of this Agreement and shall give Johnson Controls, without prejudice to any other right or remedy, the right to, without notice, do any one or more of the following: (i) stop, discontinue, or otherwise suspend performance of any work or services or other obligations under this Agreement, (ii) terminate or suspend any software licenses, (iii) terminate this Agreement; and/or (iv) charge Customer interest on the amounts unpaid at a rate pursuant to the Texas Government Code section 2251.021 or, if lower, the maximum rate permitted under applicable law, until payment is made in full. Johnson Controls' election to continue providing services does not in any way diminish Johnson Controls' right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension or discontinuation of Services for non-payment. If Johnson Controls performs Services or work following notice of suspension or discontinuation, those services shall be governed by the terms of this Agreement unless a separate contract is executed.

6. **Price and Price Adjustments.** The pricing set forth in this Agreement is based on the number of devices to be installed and/or services to be performed as set forth in the quoted scope of work (the "Scope of Work"). If the Customer requests additional work and/or services, or if the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. For Agreements with automatic renewal, Johnson Controls will provide Customer with notice of any adjustments in the Contract Price applicable to any renewal period no later than forty-five (45) calendar days prior to the commencement of that renewal period. Unless Customer terminates the Agreement at least thirty (30) calendar days prior to the start of such renewal period, the adjusted price shall be the price for the renewal period. Notwithstanding the foregoing, Johnson Controls shall have the right to increase annual service charge(s) after one (1) year upon notice to the Customer. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Johnson Controls and the applicable taxing authorities. If Johnson Controls is required to pay any such Taxes or other charges, Customer shall reimburse Johnson Controls on demand. If any such exemption certificate is invalid, then Customer will immediately pay Johnson Controls the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Johnson Controls prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or Taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).
7. **Force Majeure.** Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, or for failure to render services, or for any other failure to perform under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority (including change in applicable law), epidemics, pandemics, quarantines or other public health risks and/or responses, condemnation, strikes, lock-outs, labor shortages and/or disputes, an increase of five-percent (5%) or more in tariffs or other excise taxes, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls, whether of the type enumerated herein or otherwise. If Johnson Controls' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, Johnson Controls shall be excused from performance under the Agreement. If Johnson Controls is delayed in achieving any scheduled milestones due to a Force Majeure Event, Johnson Controls will be entitled to extend such milestones by the amount of time Johnson Controls was delayed as a result of such event, plus additional time to overcome the effect of the delay. If the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer shall be obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.
8. **Choice of law.** Johnson Controls shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in the state courts of Webb County Texas, and the parties hereby waive any objection thereto, including any objection based on *forum non conveniens*.

Webb County ("Customer")

By: _____
Authorized Signing Authority
Print Name: Tano E. Tijerina
Title: Webb County Judge
Date: _____

Johnson Controls Fire Protection, LP ("Johnson Controls")

By: _____
Authorized Signing Authority
Print Name: _____
Title: _____
Date: _____