

Johnson Controls Inc.
3021 West Bend Drive
Irving, TX 75063
Phone (972) 868-3600
Service (866) 656-9681



Thursday, April 17, 2014

ATTN: Sheri Moino
City of Coppel

RE: Coppel Justice Center – HVAC Renovation

Dear Ms. Moino:

Johnson Controls is pleased to propose a price of **Four Hundred, Five Thousand, Two Hundred Eighty Nine Dollars (\$405,289.00)** plus any applicable sales tax for the following scope of work.

Scope of Work –

- Schedule project with City of Coppel Facilities Maintenance Department – THIS PROJECT WILL BE DONE DURING NORMAL BUSINESS HOURS, and in conjunction with the construction schedule currently in progress.
- Shut off power to existing split systems and RTUs and perform lock-out/tag-out.
- Recover refrigerant and dispose of per EPA regulations
- Demo and remove the existing 8 RTUs on the Police Side (South Side) of the building.
- Replace unit No 15 with a High Efficiency York RTU to serve the training room, and patch all other existing holes.
- Demo and remove the existing 6 RTUs on the Court Side (North Side) of the building. Replace units with High Efficiency York RTUs.
- Re-pipe condensate line and gas line to Units and provide New Disconnects.
- Run New Electrical Service to New Unit controllers.
- Install new network stats for control of each individual unit.
- Install dump damper
- Install JCI Metasys Controllers at RTUs.
- Provide Structural engineered drawings for new location of (1) One 50ton DX AAON RTU.
- Cut specified hole in roof and secure new unit to serve new VAV/FPB electric Heat System.
- Re-pipe condensate line and gas line to Unit No15
- Run New Electrical Service to New AAon Unit and New Unit servicing the Training room.
- Run New Electrical Service to 36 VAV/FPBs
- Demo existing Duct Work and diffusers and Install new duct runs per engineered design.
- Install new network stats for control of each individual office space.
- Install JCI Metasys Controllers at RTUs and VAV/FPBs.
- Map in all points to JCI Metasys NEA45 Series Controller.
- Perform leak check and check system per EPA standards.
- Perform complete factory start-up.
- Clean up work site.
- Notify City of Coppel Facilities Maintenance Department that work is complete

Exclusions:

- This proposal is valid for the next 30 days and standard terms and conditions will be applicable.

Clarifications:

TXMAS Pricing Breakdown:

- TXMAS pricing Material (RTUs and AAON DX UNIT): \$127,026.00
- TXMAS pricing Material (VAV/FPB): \$32,032.80
- TXMAS pricing Material (Building Control equipment) : \$24,318.00
- TXMAS Mechanical Labor (Regular Time 96 hours at \$98.45 per hour): \$9,451.20
- TXMAS Controls Labor(Regular Time 32 hours at 129.00 per hour): \$4,128.00
- TXMAS SHEETMETAL \$113,800.00
- TXMAS ROOFING SUBCONTRACT \$23,806.00
- TXMAS Electrical Subcontract TXMAS Pricing = \$56,238.00
- TXMAS Crane Subcontract TXMAS Pricing = \$7,580.00
- TXMAS Structural Engineer = \$6,909.00

Note: TXMAS pricing is per JCI contract # TXMAS-5-03FAC020. It is the responsibility of City of Coppell Purchasing Department to ensure this pricing conforms to its own procurement guidelines.

This pricing is valid for thirty days. Any applicable taxes are excluded from the above amount. Terms and Conditions located on page 4 of this document shall apply.

Billing Terms: Payment terms for all invoices are Net 30 Days.

It is our pleasure to continue to provide you with excellent service and, as always, we assure you of our best attention at all times. Please feel free to contact us if you have any questions.

This proposal is hereby accepted and York/JCI is authorized to proceed with the work; subject, however, to credit approval by York/JCI.

This proposal valid 30 days past:
4/17/2014

Option Numbers Accepted _____

Purchaser - Company Name

Signature

Name: _____

Title: _____

Date: _____

Johnson Controls

Signature

Name: Kristie Brooks

Title: Service Sales Account Representative

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 Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI'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 PCSs, 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.** JCI 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. Fifty percent (50%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 50% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount 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 JCI'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 JCI, 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, JCI 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.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI 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 JCI shall be borne by Purchaser. These warranties do 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.** JCI 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 JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI'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 JCI, etc.
8. **COMPLIANCE WITH LAWS.** JCI 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.
10. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI 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. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
15. **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. Terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.