

DATE: 12/17/2018

REVISION: 0

TO: City of Deer Park

LAST ADDENDUM: 0

PROJECT: City of Deer Park Police Station

NOTE(S): --

CONTROLS PROPOSAL

We are pleased to provide pricing for the **JOHNSON CONTROLS** *Metasys Building Automation System* for the above referenced project.

This proposal is in accordance with direction from City of Deer Park and current sequence of operations with clarifications as noted herein.

<u>ITEM</u>	<u>QUANTITY</u>	<u>TAGS</u>	<u>DESCRIPTION</u>
I	N/A	N/A	JOHNSON CONTROLS METASYS BAS

CONTROLS DESCRIPTION

I JOHNSON CONTROLS METASYS BAS

Johnson Controls will provide the following Parts, Software, & Labor:

- Field Equipment Controllers
- (1) Network Automation Engine
- New VAV box VMA controllers with integral actuators
- Software
- Programming
- Graphics
- (7) zone temperature sensors with set point adjust (to replace existing)
- 1 Year Warranty
- Engineering, Submittals, O&M Manuals
- Network trunk and all necessary control wiring to field devices

Johnson Controls will Control the following list of Equipment:

- (7) Cooling Only VAV Box
- (2) AHUs

PLEASE NOTE THIS IS A LIST OF EQUIPMENT FOR WHICH BAS CONTROL IS QUOTED, NOT A LIST OF EQUIPMENT QUOTED.

Johnson Controls will Integrate to or Monitor the following list of equipment:

- Exhaust Fans 1, 2, and 3 - Monitor

Clarifications:

- This quote includes costs to pull wire for all new thermostats as requested, as well as the disconnect and reconnect of controllers.
- Johnson Controls to field mount box controllers and actuators.
- Johnson Controls qualifies that all CO2 and pressure sensors will be reused
- Owner shall provide Ethernet connection to new Web-based Network Interface Panels.
- This proposal shall be included within any contract terms and conditions.

Exclusions:

- Any control transformers, fan relays, or electric heat contactors not already present.
- Power wiring to the DDC controls or to the VAV box controllers
- Dampers for AHU's
- Control of EF-6 or SAF-1 (commanded by local thermostat)
- Electric Unit heater control (dedicated thermostat to control)
- CO2 sensors or pressure sensors (reuse existing sensors)
- Furnishing, installing or wiring duct smoke detectors
- Wiring for fire alarm shutdown of HVAC equipment
- Furnishing smoke or combo fire/smoke dampers
- Wiring to smoke or combo fire/smoke dampers
- Installation of pipe mounted devices (ie. control valves, flow meter hot taps, sensor wells) or automatic dampers
- Motor starters, VFD's, or contactors

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- Sales tax



PRICING:

All pricing is FOB with full freight allowed to jobsite, not including any taxes, fees or storage. Price is valid for 30 days after quotation.

BASE BID: Item "1" above ----- \$ 22,000

Thank you for the opportunity to be of service.

Respectfully,

HVAC Systems
Johnson Controls, Inc.

This proposal is hereby accepted and Johnson Controls, Inc., is authorized to proceed with the work; subject to credit approval by Johnson Controls Corporate. Payment terms are Net 30 days.

Company Name

Johnson Controls, Inc.
Company Name

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

CONTROLS 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 10% 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 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.** 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.
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.