

Proposal

Houston TX Common Branch
10644 WEST LITTLE YORK RDSUITE 200
HOUSTON, TX 77041
Phone: 713-934-3388
Fax: 866-862-0459

TO: City of Deer Park
1302 Center Street

Deer Park, TX 77536

Date: April 3, 2019
Project: Deer Park Municipal Building
1302 Center Street
Proposal Ref: CITY OF DEER PARK MUNICIPAL
BUILDING
04012019 MM

Chris Rains,

We propose to furnish the materials and/or perform the work described below for the net price of:

\$133,700.00

ONE HUNDRED THIRTY-THREE THOUSAND, SEVEN HUNDRED AND 00/100 DOLLARS

For the above price this proposal includes:

ITEMS CITED ON THIS PROPOSAL ARE PRICED IN ACCORDANCE WITH JOHNSON CONTROLS TIPS
CONTRACT #18010101

Chiller Replacement City of Deer Park Municipal Building:

JOHNSON CONTROLS is pleased to provide pricing for the YORK EQUIPMENT including installation of one existing Carrier 100 ton chiller and associated pumps at City of Deer Park Municipal building 1302 Center Street deer Park Texas.

This proposal is in accordance with details identified in a walk of job as well as clarifications provided by City of Deer Park service representatives. No mechanical plans and specifications were issued.

- City of Deer Park municipal building chiller replacement:

Scope:

- Lock out tag out existing Carrier chiller.
- Recover refrigerant and oil for proper disposal from existing Carrier chiller, per industry standards.
- City of Deer Park will provide electrical disconnect of the existing chiller and pumps.
- Drain water and disconnect and remove all piping from expansion tank to the existing chiller and pumps.
- Provide crane and rigging to remove existing chiller, and dispose of properly.
- Set new (1) one York 100 ton chiller which include a pump package in place of the existing chiller, includes crane and rigging.

- Pipe chiller from expansion tank to chilled water connection on chiller pump package, leak test fill system with water.
- Insulate all chilled water piping installed for new chiller project, aluminum Jacketed.
- City of Deer Park to connect electrical to the new chiller, single point connection.
- JCI factory startup.
- Entire unit parts and labor warranty: 18 months from shipment or 12 months from start-up, whichever occurs first. Refrigerant warranty: 18 months from shipment or 12 months from start-up, whichever occurs first.

- 5 year warranty (parts, labor and refrigerant) ADD \$9,500.00
- 10 year warranty (parts, labor and refrigerant) ADD \$16,900.00

- York Chiller Specifications:

- ONE (1) CH-1 AIR-COOLED SCROLL CHILLER YLAA010HE46XFBMBTX ,460/3/60,R410A, ¾" Insulation of evaporator, 4-20mA, 0-10V input control signal, TEAO fan motors, Microchannel all aluminum condenser coil, Factory shipped with basic environment guard on coils, additional "Energy Guard" coating before delivery to location. Factory mounted Non-fused Disconnect, Single Point Power Connection, Factory mounted 115V control transformer, Service isolation valves, Suction and Discharge pressure readout kit, High Ambient Kit for operation up to 125°F, V-guard panels, Low sound/noise fans, Remote chilled water temperature reset, BAS interface card, BacNet / N2 / Modbus /LON protocol.

The alternate scopes and commercial pricing listed below are not included in the above base proposal, but may be added upon written receipt and confirmation from our customer:

N/A

This proposal DOES NOT include:

Sales Tax

Labor and or Material not specifically described above is excluded from this proposal.

Unless otherwise stated, and all overtime is excluded from this proposal.

Applicable taxes or special freight charges are excluded from this proposal.

Water Treatment of any kind.

Control Work of any kind.

Painting of any kind.

Individual System Circuit Breakers.

Compressor sound blankets.

Dual point power connection.

Connecting chiller controls is not included in this proposal.

Any and all electrical work is not included in this proposal.

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: Jun. 01, 2019

City of Deer Park

Johnson Controls, Inc.

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO: _____

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. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% 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. In addition to the stated price, purchaser shall pay 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. **SCHEDULE.** JCI and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JCI, JCI shall be entitled to a change order equitably adjusting the compensation of JCI to account for the increased costs associated with such schedule changes.
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. LEGAL FEES. Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.
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.