



## PROPOSAL

**TO:**

County of Webb  
7209 E. Saunders Street  
Laredo, Texas 78041  
Mr. Lopez

**Date:** April 20, 2017  
**Project:** Repairs Chiller 2 & Piping Job  
**Proposal Ref:** York Model# YSDCDBS2-CJE  
S/N # SMHM746990

**SCOPE OF SERVICE:** Furnish labor & materials: Replacement of Shaft Seal Kit & Cond. Piping Job

- Shut down machine Lock out Tag out all energy sources to machine.
- Transfer refrigerant into condenser contingent isolation valves seat properly. Will provide recovery drums  
In the event we need to transfer all refrigerant out of machine.
- Uncouple motor to compressor, removal of old defective shaft seal.
- Furnish and install new compressor shaft seal with all gaskets and o-rings.
- Re-couple motor to compressor, replace all oil and refrigerant filters.
- Startup of machine and check out operation furnish customer with written reports of all work performed.
- Provide customer with written reports of all work performed
- Note: Customer to provide any refrigerant needed.
- Shut down machine Lock out Tag out all energy sources to Cooling Tower.
- Isolation of piping under cooling towers. Shut off valves and drain if necessary.
- Prefabrication of 10 and 8 inch piping to include new elbows, Tees, reducers, Victaulic Fittings.
- Included is necessary pipe welding and fabrication.
- Fill Cooling Tower with water and remove all air form system, check out for leaks of all work performed  
and also startup of chillers.
- Provide customer with written reports of all work performed
- Included is overtime labor and Saturday work for the piping project.
- Clean area up and check out with security and customer.

Investment price: \$36,676.00

Exclusions/Customer Responsibilities

- ✓ Delays/Disruptions/Access
- ✓ Oils / Refrigerants

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 for 30 days.

## 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. 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. ATTORNEY'S FEES. Purchaser Agrees that he will pay and reimburse Johnson Controls for any and all reasonable attorneys' fees which are incurred by Johnson Controls in the collection of amounts due and payable by others.

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.



R&M Refrigeration Co. Inc  
 420 Corpus Christi Street  
 Laredo, TX 78040

**PRICE QUOTE**

Phone 956-722-3515  
 Fax 956-722-5516

Page 1  
 Printed 03/29/17 VRS

**Quoted**  
 WEBB COUNTY PURCHASING DEPT  
 1110 WASHINGTON STREET  
 LAREDO TEXAS 78042  
 Tel:956-523-4136 Fax:

**Ship To**  
 SAME

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
0003854	03/29/2017	04/28/2017	0000120	QUOTE.	Pick Up	VRS
Job ID	Customer Terms			Salesman		
	Pay by 10th			House		

Product	Description	UM	Quant	Unit Price	Extension
R2230LB	***** * CENTRAL PLANT CHILLER #1 * ***** FREON	EA	10	936.83	9368.30

X: _____ (Accepted by)	Sub Total	\$9,368.30	<b>T o t a l</b>
	Freight	\$0.00	
	Misc Charges	\$0.00	
	Tax Amount	\$0.00	
		<b>\$9,368.30</b>	

<b>MESSAGE</b>	<b>TERMS</b>