

MARGIE R. IDARRA
COUNTY CLERK
FILED

July 31, 2015

2015 SEP 10 PM 1:44



WEBB COUNTY, TEXAS

Luis Perez Garcia III
County Engineer
Webb County
1620 Santa Ursula 2nd Floor
Laredo, Texas 78040

BY [Signature] DEPUTY

Re: Chiller Plant Upgrades and Capital Improvement Project

Dear: Mr. Garcia,

Schneider Electric is pleased to submit this proposal for your review and acceptance for Energy Professional Services located County wide.

Schneider Electric is an approved vendor through **The Interlocal Purchasing System for "Energy Professional Services"** contract# **2032714** whom Webb County is a member of and would contract to perform the scope of work below.

This bid and detailed services are being offered through the Texas education code 8.002 services granted under the Texas Government Code 791.001 et seq as amended. By utilizing the TIPS membership, Webb County will automatically be dealing with a Qualified, Professional Contractor that meets the strict requirements. This results in savings to Webb County by reducing the time and expense for the bid process and will allow the work to be performed in a more timely manner.

Scope of Work:

See attached Investment Grade Audit Agreement for scope of work.

Amount **\$300,000**

We appreciate the opportunity to provide the attached proposal and look forward to your favorable response. If you should have any questions or require additional information please do not hesitate to contact me at your convince.

Sincerely,

Aaron Garcia


Aaron Garcia
Sr. Energy Solutions Specialist

TIPS PO Process:

- Create a purchase order clearly identifying the purchase order as a TIPS purchase and including the TIPS contract number. (Contract #2032714)
- Email the completed purchase order to: TIPSPO@tips-usa.com and attach the PO as a PDF. (TIPS will process the purchase order and forward it to the appropriate vendor and the sender of the PO email will receive an authorization letter that validates the purchase.)

Schneider Electric | Buildings Business
502 E Expressway 83, Suite 1
Weslaco, TX 78596 USA
Tel. +1 956 534 7783
www.schneider-electric.com/buildings

ATTEST:


Margie Ramirez Ibarra
Webb County Clerk



APPROVED AS TO FORM:



Marco A. Montemayor
Webb County Attorney

***By law, the county attorney's 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).**





Design and Development - Investment Grade Audit Agreement

This Investment Grade Audit Agreement ("Agreement") is by and between Schneider Electric Buildings Americas, Inc. ("ESCO") and Webb County, Texas ("Customer") for the performance of an Investment Grade Audit to determine the scope of work, guaranteed savings amount, energy conservation measures ("ECMs"), and project price for a comprehensive improvement program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, ESCO and Customer agree with the following terms and conditions.

Section A, General Terms and Conditions Section B, Audit Services

IN WITNESS WHEREOF, the individual signing this Agreement on behalf of its respective party represents that s/he has the authority to execute this Agreement as a duly authorized representative of such party as set forth below.

Webb County, Texas		Schneider Electric Buildings Americas, Inc.	
By	 (Signature)	By	 (Signature)
Print Name	TANO E. TIJERINA	Print Name	KENT KIRCHSTEIN
Title	COUNTY JUDGE	Title	SALES DIRECTOR
Date	9/1/15	Date	9/2/15



Section A: General Terms and Conditions

1. Entire Agreement

This Agreement, and any documents incorporated by reference, constitute the entire understanding between ESCO and Customer and supersedes all prior oral or written understandings relating to the subject matter herein. This Agreement may not be altered or modified except by written instrument signed by a duly authorized representative of each party.

2. Additional Services

Customer may request the addition of services, whereby, ESCO's compensation and scope of services shall be adjusted accordingly. Such changes in the Agreement shall be negotiated in good faith and authorized by written amendment to this Agreement signed by Customer and ESCO. The amendment to the Agreement must be fully executed by Customer and ESCO prior to any actual changes being implemented. Such additional services will become part of this Agreement and subject to the terms and conditions contained herein.

3. Confidentiality

Neither party shall disclose to others any Confidential Information. "Confidential Information" shall mean all information or material, whether revealed orally, visually, or in tangible or electronic form, that is competitively sensitive material not generally known to the public that relates to the business of a party to this Agreement, or any of their respective interest holders, unless such information: (i) was already rightfully known and in possession of the receiving party at the time of disclosure by the disclosing party; or (ii) is in or has or will be entered into the public domain through no breach of this Agreement or other wrongful act of the receiving party; or (iii) has been rightfully received by the receiving party from a third party who is not known by the receiving party to be under obligation of confidentiality to disclosing party and without breach of this Agreement; or (iv) is independently developed by receiving party without reference to the Confidential Information; or (v) is approved for release by written authorization from the disclosing party. This confidentiality obligation shall terminate two (2) years from the date of this Agreement.

4. Insurance

ESCO and Customer shall each maintain insurance coverage, including without limitation, workers' compensation and employer's liability at statutory limits and commercial general liability insurance covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the Facility is located and the services are being performed with an A.M. Best's rating of at least A- VII.

5. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. The remedies of Customer set forth herein are exclusive where so stated and the total cumulative liability of ESCO with respect to this Agreement or anything done in connection therewith, such as the use of any deliverable furnished hereunder, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the price paid for the specific deliverable or service work performed that gives rise to the claim on which such liability is based.



6. Governing Law

This Agreement will be governed, interpreted and construed by, under and in accordance with the laws, statutes and decisions of the state in which the Facility is located, without regard to its choice of law provisions.

7. Ownership of Work Products

All drawings, specifications and other documents and electronic data furnished by ESCO to Customer under this Agreement ("Work Products") are deemed to be instruments of service and ESCO shall retain the ownership and property interest therein, including the copyrights and intellectual property thereto. Drawings, specifications, and other documents and materials and electronic data are furnished for use solely with respect to the guaranteed Energy Savings Contract with ESCO.

Work Products may not be shared with any third parties, except to the extent as required by law, without the written permission of ESCO as referenced in this Section A:3.



Section B: Audit Services

Customer agrees to provide the following:

- A. Complete access to Customer's Facilities for ESCO to perform the energy efficiency analysis, measuring actual energy use, taking equipment inventory, determining operating schedules, identifying known operational deficiencies, etc.;
- B. Access to key personnel to discuss operating requirements; and
- C. The loan of building plans for the purpose of facilitating understanding of the facility characteristics and the current sequences of operation.

ESCO will provide Customer with the following:

- A. A list of energy conservation measures planned for each facility;
- B. A description of how the energy conservation measures would interact with the existing equipment in the facilities;
- C. Financial analysis of the effect on annual cash flow by the energy conservation measures;
- D. Guaranteed energy services contract for the facilities;
- E. Utility analysis demonstrating effect of installed energy conservation measures;
- F. Performance Assurance Support Services (PASS) Plan for the facilities; and
- G. Project pricing for a turnkey installation of the proposed project scope, including chilled water plant design, that shall be firm for sixty (60) days.

If ESCO fulfills responsibilities of this Agreement and Customer DOES execute a guaranteed Energy Savings Contract with ESCO within thirty (30) days of receiving contract, then Customer is under no payment obligation for the Agreement. Furthermore, all costs incurred during the Investment Grade Audit service will be included in the guaranteed Energy Savings Contract.

If Customer DOES NOT execute a guaranteed Energy Savings Contract with ESCO, Customer agrees to pay ESCO \$ 300,000 for the Investment Grade Audit service within thirty (30) days after receiving the Investment Grade Audit report document.

Section C: Facilities List

5/14/2014

Facilities Building Maintenance Department (FBM) List
Webb County Safety Committee - Fire Extinguisher Building Compliance

Building Name	Address	Zip Code	Sq. Feet	Parks & Grounds	Outdoors	Building Maintenance	Fire Extinguishers	Fire Alarms	ELEVATORS
Administration Bldg. (Billy Hall)	1110 W Washington	78040	64356	X	X	X	X	X	X
Agricultural/Maintenance Bldg	7209 East Saunders	78041	20000	X	X	X	X	X	
Bruni Community Center	303 East 12th Street	78344	3168	X	X	X			
Bruni Precinct 3 (Garcia)	Hwy 359	78371	2300	X	X	X			
Buenos Aires Center	520 Lexington Ave.	78040	4000	X	X	X			
Casa Blanca Clubhouse	3900 Casa Blanca Road	78041	5500	X	X	X			
Casa Blanca Golf Course	3900 Casa Blanca Road	78041				X			
Casa Blanca Grounds Equipment Building	3900 Casa Blanca Road	78041				X			
Casa Ortiz	915 Zaragoza St.	78040	8542			X			
Central Chiller Plant	1110 Victoria St.	78040	1005			X			
Communication Tower Station	Hwy 59	78041	850	X		X			
Constable for Precinct 4	610 Delmar	78045	1500	X		X	X		
Constable for Precinct 3	901 South Milano	78041		X		X			
Courthouse	1000 Houston St	78041	10000	X		X	X	X	
Courthouse Annex	1001 Houston St.	78041	17269			X			
El Agulla Transportation	4801 Daugherty	78044				X			
El Cenizo Boys Club	3519 Cecilia Lane	78046		X		X			
El Cenizo Community Center	3519 Cecilia Lane	78046	3500	X		X			
El Cenizo Library (Expansion)	3519 Cecilia Lane	78046		X		X			
Facilities & Building Maintenance	7209 E. Saunders	78041		X	X	X	X		
Firing Range	Hwy 59	78041		X		X			
Fred & Anita Bruni Community Center	452 West Rancho Penita	78045		X		X			
Fred & Anita Bruni Park	452 West Rancho Penita	78045		X		X			
Fred & Anita Bruni Park Concession Stand	452 West Rancho Penita	78045		X		X			
Jail	1000 W. Washington	78040	85921	X		X			
JJAEP	111 Camino Nuevo Road	78041		X		X			
Justice Center	1110 Victoria St.	78041	125000	X		X	X	X	
Justice of the Peace Pct. 2	901 S. Milano	78043	1600	X		X			X
Justice of the Peace Pct. 4	8501 San Dario Ave	78045	4982	X		X			
Justice of the Peace Pct. 3	23299, Hwy. 359, Oltor	78371		X		X	X		
La Fresca Center	Mangana Road	78046	3000	X		X			
La Ladrillera Mobile Unit	2100 San Ignacio	78040		X		X			
Larga Vista Community Center	5401 Cisneros	78046	3500	X	X	X			
Larga Vista Library Center (Expansion)	5401 Cisneros	78046	1380	X	X	X			

NOTE: Bold items indicate the FBM is responsible for compliance with yearly fire extinguisher requirements. All Community centers cover their own.

Updated by Sylvia O. Praesel, M.A.
4/24/14

**Facilities Building Maintenance Department (FBM) List
Webb County Safety Committee - Fire Extinguisher Building Compliance**

Facility Name	Address	Building ID	Year	Compliance Status	Compliance Status	Compliance Status	Compliance Status	Compliance Status	Compliance Status
Las Blancas Park									
Life Downs Admin Bldg & Stage Company	Highway 59	78041	19800	X					X
Lilia Perez Community Center	4200 Santa Maria	78040		X					X
Medical Examiner	7201 - B E. Saunders	78041	5400	X				X	
Mirando Community Center	917 N. Main Ave	78369	14336	X					X
Mirando Park Restrooms	917 N. Main Ave	78369	280	X					X
Self-Help Nutrition Center	Highway 359	78046	800	X					X
Oilton Park Concession Stand	Highway 359	78046	288	X					X
Oilton Park Restrooms	Highway 359	78046		X					X
Old Veteran Building				X					X
Parks and Wildlife Bldg				X					X
Quad City Fire Department	5119 Bob Bullock Loop	78041	3281	X					X
Radio Communication	Hwy 359	78371		X					X
Records Management				X					X
Restoration Center	217 Wilson Rd	78041	6200	X				X	
Rio Bravo Community Center	3802 S. Zapata Hwy	78046	6000	X				X	
Rio Bravo Sewer Plant	1600 Orquidia Lane	78046	3592	X				X	
Rio Bravo South Activity Center	515 Martha Drive	78046	650	X				X	
Rio Bravo Water Plant	1600 Orquidia Lane	78046		X				X	
Rio Bravo Water Utilities				X				X	
Road & Bridge	515 Martha Drive	78046	1000	X				X	
Road & Bridge Compound	7210-A East Saunders	78041		X				X	
Road & Bridge Motor Pool	7210-A East Saunders	78041	13160	X				X	
Santa Teresita Center	7210-A East Saunders	78041	1650	X				X	
Self-Help Community Center	15014 US Hwy 59	78040		X				X	
Sheriff's Administration Bldg	Highway 359	78046		X				X	
Sheriff's Tower Station	902 Victoria St	78040	11830	X				X	
Drug Court Office - 406	Highway 83	78041	250	X				X	
Tex-Mex	4101 Inarez	78040	17035	X				X	
Trauman/North Park	1200 Washington St	78041	21870	X				X	
Villa Anfigas Museum		78045		X				X	
Webb County Title & Abstract Bldg	810 Zaragoza	78041		X				X	
Webb County Fire Department	1620 Santa Ursula	78040	9700	X				X	
Youth Village	7200 E. Saunders	78041		X				X	
La Pressa Community Center Park	111 Camino Nuevo Rod Mangana Road	78041	72179	X				X	
		78046		X				X	

NOTE: Bold items indicate the FBM is responsible for compliance with yearly fire extinguisher requirements. All Community centers cover their own.