



2022

COFW Convention Center  
HVAC Equipment AHU Motor Replacement  
104041 FWCC HVAC System Upgrade



**PRESENTED BY:**

**PATRICK MOONEY**

**SHANE MORGAN**

**JOHNSON CONTROLS BUILDING EFFICIENCY**  
Thursday, June 9, 2022

# COFW Convention Center HVAC Equipment AHU Motor Replacement 104041 FWCC HVAC System Upgrade

**To:** City of Fort Worth  
 1201 Houston Street  
 Fort Worth, TX 75062

**Date:** Thursday, June 9, 2022

**Project Name:** 104041 FWCC HVAC  
 System Upgrade

**Attn:** Mr. Greg Tarpley

**Proposal Ref #** 06032022

Dear Mr. Tarpley,

Johnson Controls is pleased to provide you with a proposal to replace failed or aging HVAC equipment motors for the City of Fort Worth Convention Center. We have surveyed the site and HVAC equipment for replacement of the ODP fan motors. The replacement motors we have selected are premium efficiency with Aegis shaft grounding rings for energy efficiency and motor protection. Please see COFW Type A contract pricing breakdown below.

<b>COFW CONVENTION CENTER PRICING SUMMARY</b>		
<u><b>BUILDING</b></u>	<u><b>DESCRIPTION</b></u>	<u><b>COST TOTAL</b></u>
COFW Convention Center HVAC Equipment	Seventy-Two (72) ODP AHU Fan Motors 10-40 HP Electrical Power Wiring and Conduit Mechanical Installation Labor Equipment Start-up and Alignment	<b>\$334,205.16</b>
	<b>TOTAL PROJECT COST</b>	<b>\$334,205.16</b>

Equipment & Material Description		Qty	Cost	Ext. Cost	Sell Price
AHU & Fan ODP Motor	10HP	5	\$ 1,123.76	\$ 5,618.81	\$ 7,304.46
AHU & Fan ODP Motor	15HP	27	\$ 1,579.12	\$ 42,636.13	\$ 55,426.97
AHU & Fan ODP Motor	20HP	16	\$ 1,715.75	\$ 27,452.04	\$ 35,687.65
AHU & Fan ODP Motor	25HP	6	\$ 2,103.33	\$ 12,619.97	\$ 16,405.96
AHU & Fan ODP Motor	30HP	10	\$ 2,279.26	\$ 22,792.56	\$ 29,630.33
AHU & Fan ODP Motor	40HP	8	\$ 2,951.63	\$ 23,613.07	\$ 30,696.99
Miscellaneous		1	\$ 787.50	\$ 787.50	\$ 1,023.75
Consumables		1	\$ 787.50	\$ 787.50	\$ 1,023.75
<b>Equipment &amp; Material Sub Total Cost</b>					<b>\$ 177,199.86</b>
Sub-Contractor Description		Qty	Cost	Ext. Cost	Sell Price
Electrical Power Wiring VSD and Motor Install		1	\$ 2,940.00	\$ 2,940.00	\$ 3,822.00
United Forklift Rental		1	\$ 861.00	\$ 861.00	\$ 1,119.30
<b>Equipment &amp; Material Sub Total Cost</b>					<b>\$ 4,941.30</b>
Installation Labor Description		Qty	Cost	Ext. Cost	Sell Price
Material Handling		136	\$ 96.00	\$ 13,056.00	\$ 13,056.00
Project Layout & Mobilization		16	\$ 96.00	\$ 1,536.00	\$ 1,536.00
AHU Motor Installation		1096	\$ 96.00	\$ 105,216.00	\$ 105,216.00
AHU & Fan Alignment		196	\$ 96.00	\$ 18,816.00	\$ 18,816.00
Dressout		20	\$ 96.00	\$ 1,920.00	\$ 1,920.00
Demobilize		120	\$ 96.00	\$ 11,520.00	\$ 11,520.00
<b>Project Labor Sub Total Cost</b>					<b>\$ 152,064.00</b>
<b>Project Total Cost</b>					<b>\$ 334,205.16</b>

## AHU EQUIPMENT SCOPE OF WORK

1. **Equipment Submittals**
  - a. Provide Pump and Fan Motors Submittal for review and acceptance
2. **Release Manufacturing of Major Equipment**
  - a. Release Pump and Fan Motor per submittals and for manufacturing, engineering, and testing.
3. **Pre-Construction Process**
  - a. Coordinate and schedule site visit for Project Team and review all existing site conditions for Mechanical and Electrical disciplines.
  - b. Coordinate and schedule meeting with Project Team for review.
  - c. Provide Microsoft Project schedule for Project Team and Owner review.
4. **Project Mobilization**
  - a. Coordinate with facilities personnel delivery of tools and materials.
  - b. Stage tools and materials per owners specified area.
  - c. Coordinate shutdown of AHU and Pumps for Motor removal and installation.
5. **AHU and Pump Motor Replacement**
  - a. LOTO of electrical to AHU or pump.
  - b. Disconnect and remove AHU motor V-belts.
  - c. Disconnect electrical power wiring to existing motor.
  - d. Set up rigging based on motor weight and remove.
  - e. Inspect AHU or pump base for any defects and notify customer.
  - f. Rig and set new PE motor for AHU or pump.
  - g. Install motor bolts and hardware.
  - h. Torque motor bolts and hardware.
  - i. Reconnect electrical power wiring to motor.
  - j. Install motor shiv or coupling and secure to motor shaft.
  - k. Install V-belts for AHU motors.
  - l. Align AHU motors with straight edge.
  - m. Align pump motors with laser alignment tool.
  - n. Verify phase rotation and start-up AHU or pump.
  - o. Log motor amperage and overall operation.
  - p. Repeat scope of work for additional ninety-four (94) motors.
  - q. Clean up work area and remove all debris.
  - r. Demobilize tools and equipment.
6. **Demobilize Project**
  - a. Clean up work area and remove all debris.
  - b. Demobilize tools and equipment.
7. **Project Closeout and Final Inspection**
  - a. Perform customer walk through inspection and review installation.
  - b. Sign Off and Close Out project.

## PROJECT EQUIPMENT & INCLUSIONS

### 1. AHU & Fan Motors

- a. Equipment Tag Information
  - i. AHU-1-1            10 HP            460/3/60
  - ii. AHU-R-1           15 HP           460/3/60
  - iii. AHU-R-2          20 HP           460/3/60
  - iv. AHU-R-3          25 HP           460/3/60
  - v. AHU-R-4           30 HP           460/3/60
  - vi. AHU-R-5          40 HP           460/3/60
- b. Factory Start-Up
- c. Shaft Grounding Rings
- d. 1-Year Parts Warranty
- e. 1-Year Labor Warranty
- f. AHU Electrical Disconnect and Reconnect

### 3. JCI Mechanical

- a. Project Management
- b. Equipment Delivery
- c. Equipment Freight
- d. Equipment Rigging
- e. Equipment Start-up
- f. Mechanical Installation Labor
- g. Phase Rotation Check
- h. Start-up Reports
- i. Warranty Reports

### 4. Electrical Installation

- a. Conduit and Power Wiring
- b. Termination
- c. Electrical Installation Labor.

Johnson Controls, Inc.  
 Building Efficiency  
 800 Railhead Road, Suite 304  
 Fort Worth, Texas 76106  
 Phone: 866-656-9681



EQUIPMENT LEAD TIME		
Manufacturer	Equipment Type	Lead Time (Weeks)
Baldor Premium Efficient Motor	AHU Motor	2-4 Weeks

**PROJECT EXCLUSIONS**

1. Overtime Labor
2. State Taxes
3. Asbestos Abatement
4. Electrical System Issue Not Specified in this Proposal
5. Mechanical System Issues Not Specified in this Proposal
6. Performance and Payment Bonds

We appreciate the opportunity to be of service. If you have any questions regarding this proposal, please contact me at 214-797-9831 or [patrick.d.mooney@jci.com](mailto:patrick.d.mooney@jci.com)

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:  
6/3/2022

**Alternate Numbers Accepted** \_\_\_\_\_

Johnson Controls

*Purchaser - Company Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_

Name: Patrick Mooney \_\_\_\_\_

Title: \_\_\_\_\_

Title: Sr. Account Executive \_\_\_\_\_

Date: \_\_\_\_\_

Standard Terms and Conditions – U.S.A.

(1) **AGREEMENT AND LIMITATIONS.** This document sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standard Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

(2) **TERMINATION OR MODIFICATION.** Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) **PRICE, SHIPMENT, AND PAYMENT.** Prices on accepted orders are firm for a period of 90 days from date of acceptance. 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. Twenty-Five percent (25%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 25% shall be included in Johnson's initial invoice. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit.

(4) **TAXES.** All prices exclude state and local use, sales or similar taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

(5) **DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

(6) **LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner. If Seller installs or furnishes product or equipment under this Agreement, and such product or equipment, or any part thereof, is covered by a manufacturer's warranty, Seller will transfer the benefits of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

(7) **INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **In no event shall Seller be liable for special, indirect, incidental, or consequential damages, including loss of anticipated profit, or other economic loss, or for any damages arising in tort whether by reason of strict liability, negligence, or otherwise regardless of whether it has been apprised of the possibility of such.**

(8) **PATENTS.** Seller shall indemnify, defend or at its option settle, and hold Buyer and its directors, officers, employees, agents, subsidiaries, affiliates, subcontractors and assignees, harmless from and against any and all claims, suits, actions or proceeds ("Claims") against such parties based upon the infringement or alleged infringement, or violation or alleged violation, of (a) any United States patent and (b) any copyright, trademark, trade secret or other proprietary right of a third party which is enforceable in the United States, as a result of Buyer's use of the product or equipment within the United States, provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, Settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(9) **GOVERNING LAW.** The formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. Any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(10) **DISPUTE RESOLUTION.** Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation.

(11) **SOFTWARE LICENSE.** To the extent software is provided by Seller under this Agreement, Buyer agrees that such software may only be used in accordance with the terms and conditions of the software license agreement that accompanies the software. Buyer agrees not to directly or indirectly decompile, disassemble, reverse engineer or otherwise derive the source code for the software. If Buyer is a U.S. Government agency, Buyer acknowledges that the software licensed under this agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights relating to the software are limited to those rights applicable to Buyer's as set forth herein and is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

(12) **MISCELLANEOUS**

(a) **CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in local code requirements which become effective after Seller has accepted Buyer's order.

(b) **CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest.

(c) **INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

(d) **INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required.

(e) **Compliance with Laws:** Seller's obligations are subject to the export administration and control laws and regulations of the United States. Buyer shall comply fully with such laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.



2022

COFW Convention Center  
HVAC VSD Replacement Project  
104042 FWCC VSD Replacements

PRESENTED BY:

PATRICK MOONEY

SHANE MORGAN



JOHNSON CONTROLS BUILDING EFFICIENCY  
Thursday, June 9, 2022



# COFW Convention Center HVAC VSD Replacement Project 104042 FWCC VFD Replacements

**To:** City of Fort Worth  
 1201 Houston Street  
 Fort Worth, TX 75062

**Date:** Thursday, June 9, 2022

**Project Name:** 104042 FWCC VFD  
 Replacements

**Attn:** Mr. Greg Tarpley

**Proposal Ref #** 06032022

Dear Mr. Tarpley,

Johnson Controls is pleased to provide you with a proposal to replace failed or aging Variable Speed Drives (VSD) for the City of Fort Worth Convention Center. We have surveyed the site and HVAC equipment for replacement of the VSD HP. The replacement drives we have selected are premium, high efficiency ABB VSDs. Please see COFW Type A contract pricing breakdown below.

<b>COFW CONVENTION CENTER PRICING SUMMARY</b>		
<u><b>BUILDING</b></u>	<u><b>DESCRIPTION</b></u>	<u><b>COST TOTAL</b></u>
West Exhibit Hall Variable Speed Drives	Forty-Eight (48) 460/3/60, 15-50 HP VSD Electrical Power Wiring and Conduit Metasys Control Wiring and Integration Equipment Start-up and Alignment	<b>\$374,456.10</b>
	<b>TOTAL PROJECT COST</b>	<b>\$374,456.10</b>

Equipment & Material Description		Qty	Cost	Ext. Cost	Sell Price
ACH580-VDR-023A-4+F267	15HP	18	\$ 3,124.80	\$ 56,246.40	\$ 73,120.32
ACH580-VDR-027A-4+F267	20HP	11	\$ 3,660.30	\$ 40,263.30	\$ 52,342.29
ACH580-VDR-034A-4+F267	25HP	8	\$ 4,268.25	\$ 34,146.00	\$ 44,389.80
ACH580-VDR-044A-4+F267	30HP	4	\$ 4,810.05	\$ 19,240.20	\$ 25,012.26
ACH580-VDR-052A-4+F267	40HP	5	\$ 5,443.20	\$ 27,216.00	\$ 35,380.80
ACH580-VDR-065A-4+F268	50HP	2	\$ 6,904.80	\$ 13,809.60	\$ 17,952.48
Miscellaneous		1	\$ 787.50	\$ 787.50	\$ 1,023.75
Consumables		1	\$ 787.50	\$ 787.50	\$ 1,023.75
<b>Equipment &amp; Material Sub Total Cost</b>					<b>\$ 250,245.45</b>
Sub-Contractor Description		Qty	Cost	Ext. Cost	Sell Price
Electrical Power Wiring VSD		1	\$ 55,272.00	\$ 55,272.00	\$ 71,853.60
United Forklift Rental		1	\$ 1,228.50	\$ 1,228.50	\$ 1,597.05
<b>Equipment &amp; Material Sub Total Cost</b>					<b>\$ 73,450.65</b>
Installation Labor Description		Qty	Cost	Ext. Cost	Sell Price
Material Handling		96	\$ 96.00	\$ 9,216.00	\$ 9,216.00
Project Layout & Mobilization		16	\$ 96.00	\$ 1,536.00	\$ 1,536.00
Dressout		20	\$ 96.00	\$ 1,920.00	\$ 1,920.00
Demobilize		108	\$ 96.00	\$ 10,368.00	\$ 10,368.00
Metasys Controls Technician		168	\$ 165.00	\$ 27,720.00	\$ 27,720.00
<b>Project Labor Sub Total Cost</b>					<b>\$ 50,760.00</b>
<b>Project Total Cost</b>					<b>\$ 374,456.10</b>

## AHU EQUIPMENT SCOPE OF WORK

1. **Equipment Submittals**
  - a. Provide ABB VSD Submittal for review and acceptance.
2. **Release Manufacturing of Major Equipment**
  - a. Release ABB VSD per submittals and for manufacturing, engineering, and testing.
3. **Pre-Construction Process**
  - a. Coordinate and schedule site visit for Project Team and review all existing site conditions for Mechanical and Electrical disciplines.
  - b. Coordinate and schedule meeting with Project Team for review.
  - c. Provide Microsoft Project schedule for Project Team and Owner review.
4. **Project Mobilization**
  - a. Coordinate with facilities personnel delivery of tools and materials.
  - b. Stage tools and materials per owners specified area.
  - c. Coordinate shutdown of AHU and Pumps for VSD removal and installation.
5. **AHU Variable Speed Drive Replacement**
  - a. LOTO 460/3/60 power wiring to AHU's.
  - b. Disconnect control wiring to existing VSD.
  - c. Disconnect electrical power wiring to existing VSD.
  - d. Demo and remove existing VSD's.
  - e. Modify electrical power wiring in AHU panel.
  - f. Mount and install new ABB VSD's for AHU's.
  - g. Secure ABB VSD's to uni-strut.
  - h. Terminate electrical power wiring to load and line side of VSD.
  - i. Clean up work area and remove debris.
  - j. Repeat process for additional AHU's.
6. **VSD Factory Start Up**
  - a. Remove LOTO on AHU breaker.
  - b. Energize AHU or Pump
  - c. Perform ABB pre-start-up check list.
  - d. Start up and program ABB VSD.
  - e. Complete start up and log reports.
  - f. Reconnect Metasys control wiring to VSD.
  - g. Integrate VSD into Metasys.
  - h. Repeat process for additional AHU's
7. **Demobilize Project**
  - a. Clean up work area and remove all debris.
  - b. Demobilize tools and equipment.
8. **Project Closeout and Final Inspection**
  - a. Perform customer walk through inspection and review installation.
  - b. Provide customer with ABB ACH580 VSD IOM manual.
  - c. Sign Off and Close Out project.

## PROJECT EQUIPMENT & INCLUSIONS

### 1. ABB Variable Speed Drives

- a. Equipment Tag Information
  - i. ACH580-VDR-023A-4+F267 15 HP 460/3/60
  - ii. ACH580-VDR-027A-4+F267 20 HP 460/3/60
  - iii. ACH580-VDR-034A-4+F267 25 HP 460/3/60
  - iv. ACH580-VDR-044A-4+F267 30 HP 460/3/60
  - v. ACH580-VDR-052A-4+F267 40 HP 460/3/60
  - vi. ACH580-VDR-065A-4+F267 50 HP 460/3/60
- b. 5% Line Reactor Harmonic Distortion
- c. E-Bypass for manual Operation
- d. SP NF Factory Disconnect
- e. NEMA-1 Enclosure for Air Handlers (AHU's)
- f. BACnet Communication Card
- g. Factory Start-Up
- h. 3-Year Parts Warranty
- i. 1-Year Labor Warranty
- j. AHU Electrical Disconnect
- k. AHU Conduit & Power Wiring Modifications
- l. AHU Electrical Reconnect

### 2. JCI Mechanical

- a. Project Management
- b. Equipment Delivery
- c. Equipment Freight
- d. Metasys Control Tech Labor
- e. Equipment Rigging
- f. Equipment Start-up
- g. Mechanical Installation Labor
- h. Start-up Reports
- i. Warranty Reports

### 3. Electrical Installation

- a. Conduit and Power Wiring
- b. Termination
- c. Electrical Installation Labor

### 4. Metasys Controls

- a. Commissioning
- b. Installation Labor
- c. Control Wiring
- d. VSD Integration

EQUIPMENT LEAD TIME		
Manufacturer	Equipment Type	Lead Time (Weeks)
ABB	Variable Speed Drive	28-32 Weeks

**PROJECT EXCLUSIONS**

1. Overtime Labor
2. State Taxes
3. Asbestos Abatement
4. Electrical System Issue Not Specified in this Proposal
5. Mechanical System Issues Not Specified in this Proposal
6. Performance and Payment Bonds

We appreciate the opportunity to be of service. If you have any questions regarding this proposal, please contact me at 214-797-9831 or [patrick.d.mooney@jci.com](mailto:patrick.d.mooney@jci.com)

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:  
6/3/2022

**Alternate Numbers Accepted** \_\_\_\_\_

Johnson Controls

*Purchaser - Company Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_

Name: Patrick Mooney

Title: \_\_\_\_\_

Title: Sr. Account Executive

Date: \_\_\_\_\_

## Standard Terms and Conditions – U.S.A.

(1) **AGREEMENT AND LIMITATIONS.** This document sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standard Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

(2) **TERMINATION OR MODIFICATION.** Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) **PRICE, SHIPMENT, AND PAYMENT.** Prices on accepted orders are firm for a period of 90 days from date of acceptance. 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. Twenty-Five percent (25%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 25% shall be included in Johnson's initial invoice. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit.

(4) **TAXES.** All prices exclude state and local use, sales or similar taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

(5) **DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

(6) **LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner. If Seller installs or furnishes product or equipment under this Agreement, and such product or equipment, or any part thereof, is covered by a manufacturer's warranty, Seller will transfer the benefits of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

(7) **INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **In no event shall Seller be liable for special, indirect, incidental, or consequential damages, including loss of anticipated profit, or other economic loss, or for any damages arising in tort whether by reason of strict liability, negligence, or otherwise regardless of whether it has been apprised of the possibility of such.**

(8) **PATENTS.** Seller shall indemnify, defend or at its option settle, and hold Buyer and its directors, officers, employees, agents, subsidiaries, affiliates, subcontractors and assignees, harmless from and against any and all claims, suits, actions or proceeds ("Claims") against such parties based upon the infringement or alleged infringement, or violation or alleged violation, of (a) any United States patent and (b) any copyright, trademark, trade secret or other proprietary right of a third party which is enforceable in the United States, as a result of Buyer's use of the product or equipment within the United States, **provided that:** (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, Settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(9) **GOVERNING LAW.** The formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. Any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(10) **DISPUTE RESOLUTION.** Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation.

(11) **SOFTWARE LICENSE.** To the extent software is provided by Seller under this Agreement, Buyer agrees that such software may only be used in accordance with the terms and conditions of the software license agreement that accompanies the software. Buyer agrees not to directly or indirectly decompile, disassemble, reverse engineer or otherwise derive the source code for the software. If Buyer is a U.S. Government agency, Buyer acknowledges that the software licensed under this agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights relating to the software are limited to those rights applicable to Buyer's as set forth herein and is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

### (12) MISCELLANEOUS

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(b) **CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest.

(c) **INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

(d) **INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required.

(e) **Compliance with Laws:** Seller's obligations are subject to the export administration and control laws and regulations of the United States. Buyer shall comply fully with such laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.



2022

COFW Convention Center  
Pump Motor Replacement Project  
104043 FWCC Pump and Motor



**PRESENTED BY:**  
**PATRICK MOONEY**  
**SHANE MORGAN**

**JOHNSON CONTROLS BUILDING EFFICIENCY**  
**Thursday, June 9, 2022**

# COFW Convention Center Pump Motor Replacement Project 104043 FWCC Pump-Motor

**To:** City of Fort Worth  
 1201 Houston Street  
 Fort Worth, TX 75062

**Date:** Wednesday, June 8, 2022

**Project Name:** 104043 FWCC Pump-Motor

**Attn:** Mr. Greg Tarpley

**Proposal Ref #** 06032022

Dear Mr. Tarpley,

Johnson Controls is pleased to provide you with a proposal to replace failed or aging HVAC equipment motors for the City of Fort Worth Convention Center. We have surveyed the site and HVAC equipment for replacement of the motors. The replacement motors we have selected are premium efficiency with Aegis shaft grounding rings for energy efficiency and motor protection. Please see COFW Type A contract pricing breakdown below.

<b>COFW CONVENTION CENTER PRICING SUMMARY</b>		
<u><b>BUILDING</b></u>	<u><b>DESCRIPTION</b></u>	<u><b>COST TOTAL</b></u>
Central Utility Plant HVAC Equipment	Twenty-Two (22) Circulating Pump Motors Two (2) HW Pump Motors Two (2) CW Pump Motors Electrical Power Wiring and Conduit Mechanical Installation Labor Equipment Start-up and Alignment	<b>\$89,215.58</b>
	<b>TOTAL PROJECT COST</b>	<b>\$89,215.58</b>



<b>Equipment &amp; Material Description</b>		<b>Qty</b>	<b>Cost</b>	<b>Ext. Cost</b>	<b>Sell Price</b>
Circulating Pump Motor	1/3HP	22	\$ 964.23	\$ 21,212.96	\$ 27,576.85
HW Pump Motor	25HP	2	\$ 4,790.86	\$ 9,581.71	\$ 12,456.23
CW Pump Motor	40HP	2	\$ 7,864.51	\$ 15,729.02	\$ 20,447.73
Miscellaneous		1	\$ 525.00	\$ 525.00	\$ 682.50
Consumables		1	\$ 525.00	\$ 525.00	\$ 682.50
<b>Equipment &amp; Material Sub Total Cost</b>					<b>\$ 61,845.80</b>
<b>Sub-Contractor Description</b>		<b>Qty</b>	<b>Cost</b>	<b>Ext. Cost</b>	<b>Sell Price</b>
C & P Pump Motor Alignment		4	\$ 617.40	\$ 2,469.60	\$ 3,210.48
United Forklift Rental		1	\$ 861.00	\$ 861.00	\$ 1,119.30
<b>Equipment &amp; Material Sub Total Cost</b>					<b>\$ 4,329.78</b>
<b>Installation Labor Description</b>		<b>Qty</b>	<b>Cost</b>	<b>Ext. Cost</b>	<b>Sell Price</b>
Material Handling		32	\$ 96.00	\$ 3,072.00	\$ 3,072.00
Project Layout & Mobilization		12	\$ 96.00	\$ 1,152.00	\$ 1,152.00
Circulating Pump Motor Installation		88	\$ 96.00	\$ 8,448.00	\$ 8,448.00
CUP Pump Motor Installation		64	\$ 96.00	\$ 6,144.00	\$ 6,144.00
Dressout		12	\$ 96.00	\$ 1,152.00	\$ 1,152.00
Demobilize		32	\$ 96.00	\$ 3,072.00	\$ 3,072.00
<b>Project Labor Sub Total Cost</b>					<b>\$ 23,040.00</b>
<b>Project Total Cost</b>					<b>\$ 89,215.58</b>

## AHU EQUIPMENT SCOPE OF WORK

1. **Equipment Submittals**
  - a. Provide Pump Motors Submittal for review and acceptance
2. **Release Manufacturing of Major Equipment**
  - a. Release Pump Motor per submittals and for manufacturing, engineering, and testing.
3. **Pre-Construction Process**
  - a. Coordinate and schedule site visit for Project Team and review all existing site conditions for Mechanical and Electrical disciplines.
  - b. Coordinate and schedule meeting with Project Team for review.
  - c. Provide Microsoft Project schedule for Project Team and Owner review.
4. **Project Mobilization**
  - a. Coordinate with facilities personnel delivery of tools and materials.
  - b. Stage tools and materials per owners specified area.
  - c. Coordinate shutdown of pump motor removal and installation.
5. **Pump Motor Replacement**
  - a. LOTO of electrical to pump motor.
  - b. Disconnect and remove motor V-belts.
  - c. Disconnect electrical power wiring to existing motor.
  - d. Set up rigging based on motor weight and remove.
  - e. Inspect pump motor base for any defects and notify customer.
  - f. Rig and set new PE motor for pump motor.
  - g. Install motor bolts and hardware.
  - h. Torque motor bolts and hardware.
  - i. Reconnect electrical power wiring to motor.
  - j. Install motor shiv or coupling and secure to motor shaft.
  - k. Install V-belts for pump motors.
  - l. Align pump motors with laser alignment tool.
  - m. Verify phase rotation and start-up pump motors.
  - n. Log motor amperage and overall operation.
  - o. Repeat scope of work for additional pump motors.
  - p. Clean up work area and remove all debris.
  - q. Demobilize tools and equipment.
6. **Demobilize Project**
  - a. Clean up work area and remove all debris.
  - b. Demobilize tools and equipment.
7. **Project Closeout and Final Inspection**
  - a. Perform customer walk through inspection and review installation.
  - b. Sign Off and Close Out project.

## PROJECT EQUIPMENT & INCLUSIONS

### 3. Ball Room Circulating Pump Motors

- a. Equipment Tag Information
  - i. AHU-1-1            1/3 HP            460/3/60
- b. Factory Start-Up
- c. 1-Year Parts Warranty
- d. 1-Year Labor Warranty
- e. Conduit & Power Wiring Modifications
- f. Electrical Disconnect and Reconnect

### 4. CUP Pump Motors

- a. Equipment Tag Information
  - i. AHU-1-1            15 HP            460/3/60
  - ii. AHU-R-1           20 HP            460/3/60
- b. Factory Start-Up
- c. 1-Year Parts Warranty
- d. 1-Year Labor Warranty
- e. Conduit & Power Wiring Modifications
- f. Electrical Disconnect and Reconnect

### 5. JCI Mechanical

- a. Project Management
- b. Equipment Delivery
- c. Equipment Freight
- d. Equipment Rigging
- e. Equipment Start-up
- f. Mechanical Installation Labor
- g. Start-up Reports
- h. Warranty Reports

### 6. Electrical Installation

- a. Conduit and Power Wiring
- b. Termination
- c. Electrical Installation Labor

EQUIPMENT LEAD TIME		
Manufacturer	Equipment Type	Lead Time (Weeks)
Baldor Premium Efficient Motor	Pump Motor	2-4 Weeks
US Motor	Circulating Pump Motor	4-6 Weeks

**PROJECT EXCLUSIONS**

1. Overtime Labor
2. State Taxes
3. Asbestos Abatement
4. Electrical System Issue Not Specified in this Proposal
5. Mechanical System Issues Not Specified in this Proposal
6. Performance and Payment Bonds

We appreciate the opportunity to be of service. If you have any questions regarding this proposal, please contact me at 214-797-9831 or [patrick.d.mooney@jci.com](mailto:patrick.d.mooney@jci.com)

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:  
6/3/2022

***Alternate Numbers Accepted*** \_\_\_\_\_

Johnson Controls

*Purchaser - Company Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_

Name: Patrick Mooney

Title: \_\_\_\_\_

Title: Sr. Account Executive

Date: \_\_\_\_\_

Standard Terms and Conditions – U.S.A.

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