



TD Industries

YOUR PARTNER FOR SUCCESS

13850 Diplomat Drive

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PROPOSAL

TO: Denton ISD – Paul Andress

PROJECT: Denton ISD JACEs N4 Upgrade

DATE: August 20, 2021

CONTACT: Lance Jackson

PHONE NUMBER: (469) 236-2165

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TDControls is very pleased to have the opportunity to provide pricing to replace, upgrade and/or migrate AX JACEs to N4 JACE Controllers for the below listed buildings at Denton ISD. See Part 1. Also, we are providing pricing to replace existing irrigation controllers with Baseline System irrigation controllers at the schools listed in Part 2 below. Our scope of work was built based on information and counts gathered by our technical team with Denton ISD’s staff support.

Part 1 – JACEs N4 Upgrade

Background

Tridium announced that the Tridium AX products (both hardware Jace’s and software) have reached “End of Life” and would enter legacy status and support this year.

As a result of this timeline, TDControls is providing the following proposal to facilitate the migration of JACE Controllers, in Denton ISD Schools, from Tridium AX hardware and/or software to the latest N4 products.

List of schools with the corresponding number of JACEs being replaced, upgraded, and/or migrated to N4:

School	Qty.
Adkins ES	3
Bell ES	2
Braswell HS	7
Calhoun MS	2
CrossOaks	4
DHS	5
Newton Rayzor ES	1
Guyer HS	2

School	Qty.
Myers MS	5
Navo	1
Gonzales PK	3
Rodriguez MS	1
Ryan HS	3
Support Services	1
Union Park ES	2
Web Supervisor	-

Scope of Work: TDControls will provide the necessary labor and material to replace/upgrade the existing AX JACE controllers to JACE N4 controllers at the buildings in the list above.

- Replace existing AX JACE controllers with new N4 JACE controllers
 - Full back-up of existing AX JACE controllers
 - Remove existing AX JACE controller
 - Furnish, install, and set-up a N4 JACE controllers w/ necessary COMM and IO modules.
 - Re-use and re-terminate the existing communication trunks on new COMM modules.
 - Provide all the programming and technical support to transfer existing data onto new N4 JACE controllers.
 - We will load the existing AX JACE graphics into the new N4 JACEs, and verify that all the links work. No new graphics are included.
 - Migrate JACE controllers to N4
 - Upgrade existing-to-remain AX JACE irrigation controllers to 3.8 at DHS
 - Upgrade existing Web-Supervisor to N4

Scope Notes

- Work will be performed during normal business hours, in coordination with facility engineer and occupants.
- We assume that our installation and technical personnel can park in the facility parking lot.
- We are including cost associated with Cooperative Purchasing program.
- We assume that we can reuse the existing AX controller enclosures.
- We assume that the existing network is in good operating conditions. Communication trunk not included.
- We assume that we will be able to re-use the existing equipment and floor graphics.
- We assume that all existing equipment is in good operating conditions.
- We do not include servicing and/or repairing any issues/deficiencies related to existing equipment and/or controls outside of the JACEs.
- We are providing engineering and technical labor, project management, installation of JACEs, and Operation & Maintenance data
- One year warranty on controls and workmanship is included in this scope of work.

Items Not Included

- Replacement of existing field controllers outside of the JACEs.
- Network repair and/or rework
- Repair of existing equipment and/or controls
- Afterhours work
- Network switches and IP addresses
- 3rd party equipment controller or communication cards
- Any fire alarm system related work (e.g. smoke detectors, relays, etc.).
- Power above 24V

See next page for Part 2...

Part 2 – Replacement of Irrigation Controllers

We will replace the existing irrigation controllers with Baseline System irrigation controllers at the following schools:

Schools
Borman ES
Hodge ES
McNair ES
Rivera ES

Scope of Work:

- Borman ES
 - Replace the existing irrigation controllers which are presently in two locations with one integrated Baseline Irrigation Control system incorporated into the Districtwide Baseline network. Total of 22 zones.
 - Primary location which is the Fire Sprinkler room will become the only location with Baseline Irrigation controls.
 - Secondary location which is the custodian's closet between the boy's and girl's restrooms near exit door #3, will no longer have a controller. Those 8 zones will be hard-wired through the building to the primary location in the Fire Sprinkler room.
- Hodge ES
 - Replace the existing irrigation controller with an integrated Baseline Irrigation Control system incorporated into the Districtwide Baseline network. Total of 20 zones.
- McNair ES
 - Replace the existing irrigation controller an integrated Baseline Irrigation Control system incorporated into the Districtwide Baseline network. Total of 37 zones.
- Rivera ES
 - Replace the existing irrigation controller with an integrated Baseline Irrigation Control system incorporated into the Districtwide Baseline network. Total of 17 zones.

Project includes the following for all campuses:

- Complete demolition of old controllers and installation of new.
- Re-use of existing network drop.
- Rain sensors for main station controller.
- All power and irrigation wiring, as needed.
- Check-out and testing of all zones, prior to and after demo and installation.
- Creation of Site Maps and Network Graphics per district's standard.
- Programming of new controllers.
- Training for the end users.
- Project documentation.
- Install a 2" Baseline Flow Sensor/Metering valve as close as possible to the dedicated irrigation utility meter hard wired back to the controller location.
- Demo of the old Vykon controller components and return of the useable components to Denton ISD for back stock.
- Standard one-year warranty on all parts, software and labor.

The price for the scope of work above is:

N4 Price.....	\$296,030.00
Baseline Price.....	\$141,274.00
PM Modbus Gateway Price.....	\$7,230.00
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Total.....	\$444,534.00
No sales tax included.	

OMNIA Proposal Number: TX-R200403-312187

Thank you very much for the opportunity to provide pricing for the work listed above. Please contact me if you have any questions or need further information.

Best regards,

Lance Jackson
TDCcontrols Account Manager
Mobile #: (469) 236-2165
E-Mail: lance.jackson@tdindustries.com

LIMITED WARRANTY

1	EQUIPMENT, GOODS, MATERIAL PURCHASED AND INSTALLED BY TDINDUSTRIES: TDIndustries, Inc. shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of equipment, goods, or material that are defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the customer and sole obligation of TDIndustries, Inc. THERE ARE NO WARRANTIES, EITHER WRITTEN OR ORAL, IMPLIED OR STATUTORY RELATING TO THE EQUIPMENT, GOODS, OR MATERIAL, PROVIDED WHICH EXTEND BEYOND THAT DESCRIBED IN THIS PARAGRAPH. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.
2	Workmanship - Repair Installation - TDIndustries, Inc. warrants its workmanship to be free from defects for a period of 12-months from the date of completion of the above equipment, goods, and material. Sewer and Drain Cleaning - TDIndustries, Inc. warrants its workmanship for sewer and drain cleaning for a period of 24 hours from the date of completion. Any foreign material retrieved from sewer or drain will discharge warranty and incur additional costs for clearing stoppage.
	This proposal is submitted for customer's consideration with the understanding that it must be approved by TDIndustries, Inc. after its acceptance by the customer and is not binding upon TDIndustries, Inc. until so approved in writing.
	Your acceptance of this proposal is expressly limited to the terms of this document. Any additional or different terms or conditions set forth in your purchase order or in any similar such communication are hereby objected to by TDIndustries, Inc. and shall not be binding nor effective unless assented to in writing by an authorized representative of TDIndustries, Inc. Any order or any statement of intent to proceed with installation or any direction to proceed with installation or acceptance of this proposal or payment in full or part for any of the work or equipment furnished shall constitute customer's assent to the terms and conditions of this proposal.
	THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE CONTAINED IN ANY ATTACHMENT HERETO.
STANDARD TERMS AND CONDITIONS	
	THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE CONTAINED IN ANY ATTACHMENT HERETO.
1	TDIndustries, Inc. liability or any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such labor, equipment, goods or material, or part thereof involved in the claim. TDIndustries, Inc. shall not, under any circumstances, be liable for any labor charges without the prior written consent of TDIndustries, Inc. TDIndustries, Inc. shall not, in any event, be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits, revenues, loss of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If TDIndustries, Inc. furnishes Customer with advice or other assistance which concerns labor, equipment, goods, or material furnished hereunder, or any systems or equipment in which of such equipment, goods, or material may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject TDIndustries, Inc. to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
2	If TDIndustries, Inc. encounters asbestos, polychlorinated Biphenyl (PCB) or other hazardous substances on the site, TDIndustries, Inc. will stop work and report the condition to the owner or owners' representative. TDIndustries, Inc. will not resume work in the affected area until the asbestos, PCB's or other hazardous substances have been removed or otherwise controlled so that it does not pose a health or safety threat.
3	Any installation dates given in advance are estimated. Installation will be subject to prior orders with TDIndustries, Inc. TDIndustries, Inc. shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond TDIndustries, Inc. reasonable control.
4	On arrival of any equipment, goods and material at the shipping address specified on the reverse side hereof, Customer shall assume all risk or loss or damage to such equipment, goods, or material.
5	In the event Customer requires TDIndustries, Inc. to delay shipment or completion of the work under this proposal, payment pursuant to this proposal shall not be withheld or delayed on such account. TDIndustries, Inc. shall have the right to deliver any portion of the equipment, goods or material to be furnished hereunder and to bill Customer therefore, and Customer agrees to pay for the same in accordance with terms of the payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery. In such event, such portion of the equipment, TDIndustries, Inc. may store goods or material ready for shipment at Customer's
6	The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which TDIndustries, Inc. shall be liable for, either on its own behalf or on behalf of Customer, or otherwise, with respect to any equipment, goods, material or service covered by this proposal, shall be in addition to the prices set forth herein and shall be paid by Customer.
7	If the equipment, goods or material furnished hereunder requires the use of water or steam, recirculated or otherwise, TDIndustries, Inc. shall not be liable for the effect of its physical or chemical properties upon said equipment, goods or material.
8	All skilled or common labor which may be furnished by the Customer shall be considered and treated as Customer's own employees, and Customer agrees to fully protect and indemnify TDIndustries, Inc. against all claims for accidents or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.
9	No oral representations are binding upon TDIndustries, Inc. unless reduced to writing and signed by an authorized representative of TDIndustries, Inc. All changes to this contract must be in writing.
	Revised 05-09-2008

Terms and Conditions Related to COVID-19 Crisis

- For Construction:** Delays Caused By COVID-19 Crisis. Notwithstanding any other provision of this Agreement, any construction delay caused by good faith actions taken by Owner, Design-Builder, or federal, state or local government agencies in an effort to thwart, limit, prevent or treat coronavirus shall be excused. This excuse shall also apply to a shortage of materials or labor as a result of the COVID-19 Crisis.
- For Direct-to-Owner Work:** Delays Caused By COVID-19 Crisis. Notwithstanding any other provision of this Agreement, any delay caused by good faith actions taken by Owner, Design-Builder, or federal, state or local government agencies in an effort to thwart, limit, prevent or treat coronavirus shall be excused. This excuse shall also apply to a shortage of materials or labor as a result of the coronavirus threat.

Denton ISD - N4 Upgrade Price Options				
Price Options	N4 Price	Baseline Option (Borman, Hodge, Mcnair, Rivera)	Power Meter (PM) Modbus Gateway Option (Guyer HS)	Total Price
JACES N4 Upgrade	\$335,000.00	\$0.00	\$0.00	\$335,000.00
JACES N4 Upgrade w/ Baseline Option	\$317,280.00	\$141,274.00	\$0.00	\$458,554.00
JACES N4 Upgrade w/ PMI Modbus Option	\$324,290.00	\$0.00	\$7,230.00	\$331,520.00
JACES N4 Upgrade w/ Baseline Option and PMI Modbus Option	\$296,030.00	\$141,274.00	\$7,230.00	\$444,534.00