



Emmett & Miriam

**McCoy**

College of Business Administration

Texas Association of Counties

Certificate of Achievement

County Investment Academy

This certifies that

**Hon. Brittni Turner**

Successfully completed the Basics of County Investments Course offering investment education that satisfies Section 2256.008 of the Texas Public Funds Investment Act and demonstrated a thorough understanding of Texas laws governing the investment of public funds. This and the ongoing commitment to continuing education provide maximum benefit to

**Hunt County**

Issued by the Texas Association of Counties on the 28 day of October A.D., 2020

The County Investment Academy is a partnership between the Texas Association of Counties and the McCoy College of Business Administration at Texas State University.

Handwritten signature of Renee J. Couch in black ink.

Hon. Renee Couch, President

Handwritten signature of Susan M. Redford in black ink.

Ms. Susan M. Redford, Executive Director

#16,501 (1)

FILED FOR RECORD  
at 12:22 o'clock P M

NOV 24 2020

By JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX

#16,501(2)



# Proposal

Date: 11/06/2020

3021 W BEND DR  
IRVING, Texas 75063  
Phone Add JCI Branch Phone  
Fax Add JCI Branch FAX

FILED FOR RECORD  
at 12:22 o'clock P.M.  
NOV 24 2020  
By JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX

To: Hunt County  
2507 Lee St.  
Greenville Texas 75401

From: Kelly Morris

Attn: Laizza Harkey

Project: Hunt County Exchange Building HVAC Repairs

## Scope of Work

Johnson Controls is pleased to provide the following solution improvements for the HVAC system within the Exchange Building. These improvements will not only get the Exchange Building back to a fully functional mechanical design but it will also gain improvement to air quality which as a result will help employee/occupant comfort and help.

**Damper Repairs to AHU 1,3,& 7.....\$5,978.22**

1. Furnish and install linkages to Air Handlers 1,3,& 7
  - Turn off power to unit
  - Remove existing linkages and dispose offsite. Some used parts can be left onsite as spares
  - Install new linkages
  - Startup dampers and test system operations
2. Includes new gaskets for AHU 1 OA damper

**EF2 Repairs.....\$4,985.22**

1. Furnish and install new parts for EF2
  - Turn off power to unit
  - Remove existing parts and dispose offsite. Some used parts can be left onsite as spares.
  - Parts being replaced consist of the motor base, drive belt, motor sheaves, motor, disconnect switch, wheel, shaft and bearings, fan sheaves, bearing cap, and bag of hardware.
  - Perform start up and test system operations.

**Co2 Sensors.....\$4,900.00**

1. Correction of the controls assessment findings that include sequence of operations will be included in existing approved controls retrofit proposal from JCI. Indoor air quality improvements are referenced in the price above. These consist of the following:
  - Purge sequence added to dampers
  - Space pressure sensor added for EF2
  - Adjust control sequence so space sensor will control exhaust fans
  - CO2 sensors will be installed in the return of AHU's 1-7 to calculate occupancy density and control outside air cfm. This can be used as an efficient way to increase air quality improvements.

**Chilled Water Actuator Repairs.....\$3,877.00**

1. Furnish and install 5 new chilled water actuators
  - Turn off low voltage control power
  - Remove existing actuators and dispose of off site
  - Install new actuators
  - Start actuators up and test operations already is included in controls retrofit project

**Terminal Zone Heating .....\$61,722.00**

1. Furnish and install 15 new Terminal Zones with heating.
  - Remove existing terminal zone and dispose of off-site.
  - Install entire new terminal zone vav with removable electric heat strips and all new components
  - Disconnect and reconnect electrical, controls and ductwork to new terminal zone
  - Provide start-up of terminal zones and check operation and functionality

**AHU VFDs .....\$7,833.00**

2. Furnish and install 2 new Variable Frequency Drives for 2 AHU supply fans.
  - Remove existing VFD and dispose of off-site.
  - Install new VFD
  - Disconnect and reconnect electrical and controls to new VFD and existing motor.
  - Provide certified start-up of VFD and check operation and functionality

**Exclusions & Clarifications (applies to all sections)**

1. Pricing assumes normal working hours, Mon-Fri, 7am to 4pm. Excludes all off-hours work.
2. Excludes furnishing and/or installation of the following **unless noted otherwise in this proposal;**
  - a. Fire Smoke Dampers (FSD), Smoke Control Dampers (SCDs) Fire/Smoke Detectors or associated power and control wiring
  - b. Control Dampers
  - c. Metering Devices
  - d. Line-Voltage Thermostats, Thermal Switches or Pushbutton Switches
  - e. Lighting Integration or Lighting Controls
  - f. Line voltage power
  - g. Mechanical Equipment (other than Actuators, OA dampers, and EF2 repairs and Bipolar Ionization devices)
  - h. Access Doors
  - i. Thermometers, Thermowells or Pressure Gauges
  - j. Control Valves
  - k. Airflow Measuring Stations
3. Excludes all 120v power to controllers, transformers or any other applicable devices.
4. Excludes any demolition work unless noted otherwise in this proposal.
5. Low voltage cabling will be installed using plenum rated cables without conduit in concealed, accessible locations. Where exposed or subject to damage, EMT conduit will be used. This applies to all control work.
6. Excludes any work or services associated or connected with the identification, abatement, cleanup, control, removal or disposal of hazardous materials or substances, including but not limited to asbestos or PCBs.
7. Start-up and/or verification of factory-installed controls to be provided by others.
8. Excludes Mineral Insulated Cable or work associated with the installation, procurement or wiring of said cable.
9. Excludes Maintenance or troubleshooting not associated with the scope of work described above.
10. Excludes Air or Water test & balancing
11. Work associated with occupancy/motion detector(s)
12. Excludes 3rd Party Commissioning or commissioning assistance unless noted otherwise in this proposal.
13. Excludes liquidated damages.
14. All invoices are net thirty (30) days.
15. **Excludes any and all items not specifically mentioned in the document above.**

**Pricing**

Your Total Investment

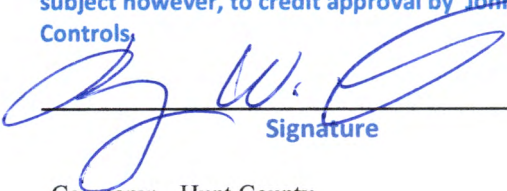
.....\$89,295.44\*

\* Price does not include state and local taxes.

**Signatures**

This proposal is hereby accepted, and Johnson Controls is authorized to proceed with the work, subject however, to credit approval by Johnson Controls.

This proposal is Valid for 30 Calendar days

  
Signature

\_\_\_\_\_  
Signature

Company: Hunt County

Name: ~~Laizza Harkey~~  
Bobby W. Stovall  
County Judge

Name: Kelly Morris

PO #:

Title: Account Executive Owner

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 Standards 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. 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. Buyer acknowledges and agrees that any and all Seller invoices for an amount greater than \$25,000 shall be paid via wire transfer, check or money order, and that Buyer shall not make, nor will Seller accept, any payment in excess of \$25,000 in the form of a credit card, debit card, or other similar payment device. 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.

**(13) DELAYS, COSTS AND EXTENSIONS OF TIME.** JCI's time for performance of the Work shall be extended for such reasonable time as JCI is delayed due to causes reasonably beyond JCI's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCI or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.



Bane Machinery, Inc.  
 P.O. Box 541355  
 Dallas, TX 75354-1355

Telephone: 214-352-2468  
 Toll Free: 1-800-594-2263  
 Fax: 214-352-2460

Date 11-13-2020  
 \*REVISED\*

**QUOTE GOOD FOR 30 DAYS**

<b>Contact</b>	Randy Strait	<b>Phone</b>	903-527-3181
<b>Company</b>	Hunt County Precinct #2	<b>Fax</b>	
<b>Address</b>	P.O. Box 1097	<b>Email</b>	<a href="mailto:commissioner@huntcounty.net">commissioner@huntcounty.net</a>
<b>City</b>	Greenville	<b>Cell</b>	
<b>State/Zip</b>	TX 75403	<b>Terms</b>	Buyboard Contract # 597-19

**Manufacturer** Dynapac  
**Model** CA1500D 66" Smooth Drum Roller, Anti Spin  
**Year** NEW  
**Serial No.** NEW  
**Hours** NEW

#16,501(3)

FILED FOR RECORD  
 at 12:22 o'clock P.M.  
 NOV 24 2020  
 JENNIFER LINDEN  
 County Clerk, Hunt County, TX  
 By: *Jennifer Linden*

**Equipped with:** *Open FOPS/ROPS*  
*scraper bar*  
*back-up alarm*  
*auto-vibration*  
**with bolt-on Padshell Kit**  
*Seismic System*  
 Standard Warranty Expires 1-Year / 1,500-Hours

**Buyboard Sales Price \$110,502.00 \*Reduced\***

**FREIGHT**

SHIP VIA: BANE TRUCK

Approximate Delivery: 6-8 Weeks

**TERMS & CONDITIONS**

All Prices Are F.O.B. Shipping Point & Do Not Include Applicable Taxes Or Insurance.  
 Prices Are Subject To Change Without Notice. Machines Subject to Availability.  
 Taxes Are Subject To Change, As Law Requires, Without Notice.

We greatly appreciate your business.  
 Please feel free to contact me with any questions.

Sincerely,



*Johnny Alcala*  
 Cell# 214-878-3798

#16,501(4)



WE'RE ON IT

Phone: (800) 687-0008

www.ascoeq.com

QUOTE

Date: 11/12/2020

FILED FOR RECORD at 1:22 d'clock P.M.

NOV 24 2020

JENNIFER LINDENZWEIG County Clerk, Hunt County, TX

To: Hunt County - Precinct 4
Attention: Commissioner Steve Harrison
Phone: 903-408-4195
Email: sharrison@huntcounty.net
Address: 2507 Lee St., Rm. 107, Greenville, Texas 75401

Sales Rep: Sean Hall
Phone: 903-357-2160
Email: shall@ascoeq.com

Table with 5 columns: Quantity, Description, Product ID, MSRP \$, Price \$. Row 1: 1, 2014 CASE DV213 Double Drum Roller w/approx. 1,000 hours, EQ0000903, \$ - , \$ 49,500.00

Table with 3 columns: Trade-In Description, Serial Number, Price \$. All values are empty or zero.

Notes table with sections: Specifications (130 Horsepower T3 Cummins Engine, Max Speed: 7.1 mph, etc.), Warranty (Unit Sold "As-Is" with No Warranty), Purchase Options.

Pricing Summary table with rows: Total Equipment Purchase Price (\$ 49,500.00), Total Taxable Amount (\$ 49,500.00), Total Amount (\$ 49,500.00), Total Financed Amount (\$ 49,500.00).

This is not a finance offer. Financing is subject to customer credit approval and must be documented on official appropriate forms. Physical damage insurance is required on all financed equipment and IS NOT quoted here.

Proposed:

Sean Hall 11/12/2020
Sales Rep

Sean Hall 11/12/2020
Printed Name Date

Accepted:

Customer signature

Bobby W. Stoval 11/24/2020
Printed Name Date



**HUNT COUNTY  
DECEMBER 2020  
SURPLUS AUCTION LIST**

#16,501 (5)

Description	County Number	VIN if Applicable	Dept.
2013 CHEVROLET TAHOE	13619	1GNLC2E09DR286027	SO
2013 CHEVROLET TAHOE	13620	1GNLC2E01DR284854	SO
2013 CHEVROLET TAHOE	13618	1GNLCE0XDR283542	SO
2007 FORD E350 ECONOLINE VAN	13518	1FBSS31LO7DA01136	JAIL
2013 DODGE CARAVAN	13610	2C4RDGBG3DR628810	JAIL
2013 DODGE CARAVAN	13647	2C4RDGBG9DR792420	JAIL
2009 DODGE CHARGER	13549	2B3LA4T39H537026	SO
2010 DODGE CHARGER	13566	2B3AA4CT1AH119057	SO
2011 CHEVROLET TAHOE	13584	1GNLC2E01BR256789	SO
2011 CHEVROLET TAHOE	13576	1GNLC2E08BR224812	SO
2011 CHEVROLET TAHOE	13574	1GNLC2E08BR226057	SO
2005 FORD CROWN VIC	13471	2FAFP71W65X123723	SO
2010 DODGE CHARGER	13664	2B3AACT0AH144578	CST 1

FILED FOR RECORD  
at 12:20 o'clock P M

NOV 24 2020

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *Jennifer Lindenzweig*