

Control Concepts, LLC
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Cumming, GA 30040
Ofc: (770) 888-0181

Date: 8/18/2022

Project: Hall County Annex – Controls Replacement
Instrumentation and Control for HVAC
Proposal #: 20-ELB-034 rev.3

Control Concepts, LLC. (CCI) is pleased to provide pricing for the following scope of work to replace the existing Hi Solutions controls associated with the Hall County Annex building as per request for pricing from Kevin Ivey with Hall County Government. The following is a clarification to our proposal:

Included in this proposal:

1. **Base Pricing:** Web-Based (Tridium N4 with Delta BACnet DDC) Controls or interlock wiring will be provided and installed for the following HVAC equipment: All communication will be via BACnet and integration with BACnet as per specifications:
 - (1) Existing Mechanical Room Control Panel
 - ✓ (1) AHU BACnet integration with Trane BCU only
 - ✓ (2) Air Cooled Chillers
 - Enable/Disable only
 - Outside Air Temperature Monitoring
 - ✓ (1) Chilled Water Pump
 - Start/Stop/Status
 - (53) First & Lower Level PIU w/Electric Reheat
 - ✓ DDC controller with actuator (Field mounted)
 - ✓ LCD Space temperature, Setpoint, Override
 - ✓ Damper command (modulation)
 - ✓ Heating control
 - ✓ Supply Air Temperature sensor
 - (21) Second Floor PIU w/Electric Reheat
 - ✓ DDC controller with actuator (Field mounted)
 - ✓ LCD Space temperature, Setpoint, Override
 - ✓ Damper command (modulation)
 - ✓ Heating control
 - ✓ Supply Air Temperature sensor
 - (1) BACNet MS/TP to IP router for tie into existing Central GUI Niagara N4 Front End
 - ✓ New BACnet communication trunk will be run for PIU controllers to router
 - ✓ Graphics creation for each piece of equipment included
 - ✓ Floor Plan graphics included
 - (4) Training hours (1) 4 hour sessions for maintenance staff (up to 6 people)
 - (x) Demo of existing Hi Solution controllers included

2. **Add Alternate – AHU Control:** Delta BACnet DDC Controls or interlock wiring will be provided and installed for the following HVAC equipment: All communication will be via BACnet and integration with BACnet as per specifications:

- (1) Air Handling Unit
 - ✓ Supply Fan Start/Stop/Status/Speed
 - BACnet integration with unit VFDs
 - ✓ Return/Exhaust Fan Start/Stop/Status/Speed
 - ✓ Air Flow Station Monitoring (Existing AFMS to remain)
 - ✓ OA Damper control (Existing damper actuators to remain)
 - ✓ Return Air Damper Control (Existing damper actuators to remain)
 - ✓ Relief Air Damper Control (Existing damper actuators to remain)
 - ✓ Chilled Water Valve Control (Existing valve actuator to remain)



- ✓ New Mixed Air Temperature Sensor
- ✓ New Supply Air Temperature Sensor
- ✓ New Cooling Coil Discharge Air Sensor
- ✓ New Return Air Temperature Sensor
- ✓ (2) D/P switch (Filter Status) Monitoring
- ✓ (2) Drain Pan Overflow Switch Monitoring
- ✓ New Low Temperature Detector Status (Safety Circuit)
- ✓ Controls Design, Programming, Checkout/Startup

Excluded from this proposal:

1. Controls associated with the AHU are not included. Integration with Trane controls for monitoring are included. See **Add Alternate** for new controller and new sensors. Items not indicated as new will be existing to remain and monitored.

Total Base Price: \$158,930.00
Add Alternate (AHU Controller/Programming) Price: \$19,765.00

Clarifications for this proposal (indicated with):

1. All work is to be provided during normal work hours.
2. All low voltage control wiring above lay-in ceilings and inside sheetrock walls to be installed as plenum cable not in conduit. Exposed control wiring (i.e., mechanical rooms) and wiring inside block walls to be in conduit. Concrete walls will require surface mounted raceways. Wiring installed outside and potentially exposed to damage will be run in conduit.
3. Labor, material, engineering, and startup for equipment provided by CCI has been included.
4. One (1) year warranty on parts and workmanship is included.
5. Buy American considerations are included.
6. Custom color graphics will be created for each piece of equipment controlled or monitored by CCI.
7. OCIP/CCIP insurance.

OCIP/CCIP insurance has been Excluded. If OCIP/CCIP is a requirement, we can provide alternate pricing for the administrative costs.

OCIP/CCIP insurance has been Included.

8. Unless specifically noted, control dampers are not included in CCI's scope of work. CCI will provide the actuators for the dampers. We assume that the actuator will mount/direct couple to the shaft of the damper provided by others. Our scope does not include any shaft extensions or adaptor plates.

9. Purchase Order:

CCI requires a Purchase Order (PO) or Notification to Proceed (NTP) in advance of commencing any work for a project. The Lead Time for projects not requiring a Controls Submittal is Two (2) weeks in advance of commencing work which includes mobilization. In the event the Customer requests reducing the stated lead time, Control Concepts will provide the additional costs related to acceleration of the schedule and will require written approval of these costs before proceeding.

Complete engineered submittals and as-built documentation are included. CCI requires a Purchase Order (PO) or Notification to Proceed (NTP) in advance of commencing any work for a project. Projects requiring Controls Submittals require detailed coordination with other Trades. Depending on the scope of the project, the Controls Submittal cannot begin until we have been provided the related approved submittals (which must include wiring diagrams) by the other trades. In many cases, the lead time for

Controls Submittals is Eight (8) weeks after receipt of authorization to proceed and the receipt of the approved submittals (including the wiring diagrams) from the other trades. In the event the Customer requests reducing the stated lead time, additional costs may apply.

10. Liquidated Damages:

No claim for liquidated or actual damages can be made against Control Concepts (CCI) unless it is proven that CCI is the sole cause of the delay or impact to the critical path of the project. CCI's cost basis at the time of the proposal was derived from the scope of work and project schedule that included completion of critical path items by others and a duration of time for our scope to follow. Should the schedule change (acceleration, compression, or delay), CCI will evaluate and advise of any cost impact via a change order.

11. Project Pricing Considerations:

In no event shall Control Concepts (CCI) be liable for:
(a) Price increases in material or equipment as a result of delays not solely caused by CCI.
(b) Delays or price increases resulting from material or equipment shortages in the supply chain.
In such event, Control Concepts shall request and be entitled to a Change Order for any changes in the Contract Sum and Contract schedule.

12. COMMISSIONING/3rd Party Commissioning:

Unless specifically noted, No Allocation of Hours have been included for any commissioning assistance. If commissioning assistance is required, a quote based on required hours can be provided at that time. Contractor specific commissioning/CCI assistance is not included.
 CCI has included xx hours for commissioning assistance. If commissioning assistance is required over this allocation, we can provide additional pricing.
 3rd Party commissioning assistance is not included. Please add \$xx,xxx.00 if 3rd party commissioning is required.

13. For coordination of the VRF systems, Mechanical contractor shall provide all required documentation that is necessary to correlate VRF units; which shall include controller addresses; and Room Numbers before CCI can proceed with integrating the system.

14. If factory controls are provided by the Equipment Manufacturer (HVAC/Lighting/etc.), Control Concepts assumes the factory provided controls will meet the intent of the contract documents, including the Sequence of Operation. CCI excludes supplemental control components, engineering, commissioning assistance and/or programming required to comply with any deficiencies of factory provided controllers. Before CCI begins the integration process, any factory provided controllers must be programmed, commissioned, addressed; all BACnet points exposed and made available to CCI.

15. Building Information Modeling (BIM):

Building Information Modeling (BIM) work has been excluded. Coordination and support for the project BIM modeling Team can be added for an additional fee after determining the resources required.
 Coordination and support for the project BIM modeling Team has been included.

Exclusions from this proposal (indicated with):

16. Water piping penetrations and taps necessary to install control devices are not included. CCI will coordinate device locations with the Mechanical contractor. Installation of control devices (immersion sensors, flow sensors, flow switches, flow meters, control valves, etc.) by Mechanical contractor.
17. Unless specifically noted, control dampers are not included in CCI's scope of work.
18. Thermostat Rough-In

- a. Thermostat rough-in, in concrete or block walls or rough-ins requiring a raceway is not included. Thermostat rough-in, in uninsulated sheet rock walls are included.
- b. Rough-Ins are not included.

19. Wiring clean-up in the ceiling for open-ceiling areas is not shown to be required, and not included.

20. Controls associated with the AHU are not included. Integration with Trane controls for monitoring are included. See Add Alternate for new controller and new sensors. Items not indicated as new will be existing to remain and monitored.

21. Lighting control is not included. The contract documents for BAS did not reference that integration was required. The lighting control appears to be provided, installed & commissioned by another Division.

22. Monitoring of Biosafety Cabinets and other Lab Equipment not shown on Mechanical plans or indicated above is not included.

23. Integration/monitoring of elevator system. If requested, CCI can provide a cost proposal.

24. Integration/monitoring of Nurse Call system. If requested, CCI can provide a cost proposal.

25. Integration/monitoring of Fire Alarm System. If requested, CCI can provide a cost proposal.

26. Mechanical indicating devices such as pressure gauges, thermometers, magnehelic gauges and other non-DDC monitored devices are not included.

27. Refrigerant Monitor. This is to be provided and installed by the others.

28. Cyber Security is not included. Unless specifically noted otherwise, any Cyber Security requirements pertaining to DOD Instruction 8500.01/8510.01 (or any other directive, federal or otherwise) are NOT INCLUDED and should be provided by others if required.

29. Patching, painting, and general handyman work associated with this project is not included.

30. All area and duct smoke detectors are to be provided and installed under fire alarm portion of the specifications and are not included in our proposal.

31. Smoke and fire/smoke dampers provided and installed by others.

32. Motor starters, variable frequency drives (VFD's), contactors or disconnects are not included.

33. Davis Bacon wage considerations are NOT included.

34. Performance & Payment bond is NOT included.

35. Standard trap primer valves by others. If requested, CCI can provide a cost proposal.

36. Domestic water metering and gas metering (Utilities). If requested, CCI can provide a cost proposal.

37. Any materials not provided by CCI shall be installed and wired by others.

38. Proof of full SARS-CoV-2/COVID vaccination for Control Concepts workers is not listed as a requirement on the Project. As such, considerations related to worker vaccination have not been included in cost, schedule or staffing requirements for the Project. Should Contractor or Owner require vaccination of workers at a future date, such a vaccination requirement would be a newly added or changed condition of the Subcontract for which equitable adjustment to price and schedule would be required. Further, to the extent that vaccination of workers is required at a future date, Contractor is hereby notified that Subcontractor will take commercially reasonable efforts to comply with the vaccine request and continue to take reasonable COVID precautions, but Subcontractor does not guarantee that all workers required to complete Subcontractor's work on the Project will be vaccinated.

Total Base Price: \$158,930.00

Add Alternate (AHU Controller/Programming) Price: \$19,765.00



The above pricing is firm for 30 days.
The attached Terms and Conditions apply to this proposal.

Eric Brown
Sales Team Leader
(678) 414-6121 (Cell)

Authorization Signature

Signature below denotes approval of the scope, pricing, and terms of conditions of this proposal and authorizing Control Concepts, LLC to proceed with the execution of this project.

Proposal Accepted By:

Print Name

Signature

Title

Purchase Order Number

Date



TERMS AND CONDITIONS OF SALE

Rev. 2.19.20

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by Control Concepts LLC (hereinafter called "Seller"). The Customer, if so requested agrees to furnish Seller with all information including financial statements, necessary to make a proper credit appraisal. Refusal to supply information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status. Prices are subject to correction for error.
2. **PROPOSALS** are based upon straight-time labor. Any request by the Customer for overtime work shall be considered an extra. This proposal expires 30 days after its date, subject to the provisions of the first sentence of the paragraph below entitled "Acceptance of Terms."
3. **PROGRESS PAYMENTS** Seller reserves the right to invoice Customer monthly as the work progresses, for all materials delivered to the job site or to an off-site facility and for all work performed on-site and off-site. Engineering, drafting and other mobilization costs incurred prior to installation shall be included in Sellers initial invoice and be equal to fifteen percent (15%) of the contract price. Invoices are due upon receipt by Customer. If the Customer becomes overdue in any progress payment, Seller shall be entitled to suspend work, shall be entitled to interest at the annual rate of 18% or the maximum permitted by the State of Georgia; and, to avail itself of any other legal remedies. Seller shall also be entitled to interest on all amounts retained by Customer from progress payments or otherwise. Customer agrees that he will pay and/or reimburse Seller for all reasonable attorney's fees which are incurred by Seller in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** Any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the customer only upon agreement to pay Seller adjustment charge.
5. **TAXES** The amount of any future sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated legally to pay, either on its own behalf or the Customer or otherwise, with respect to the material covered by this proposal, shall be added to such prices and paid by the Customer.
6. **LOSS, DAMAGE OR DELAY** Seller shall not be liable for any loss, damage, or delay occasioned by any causes beyond Seller's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.
7. **WARRANTY** Seller warrants that the services furnished by it and covered by this proposal are free from defects workmanship under normal service and, without charge, equipment found to be so defective in material or workmanship will be repaired or replaced, if written notice of failure is received by Seller within one (1) year after date of installation, provided said equipment has been operated in accordance with Seller's instructions and provided such defects are not due to abuse, fire or decomposition by chemical or galvanic action. SELLER HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF EQUIPMENT AND PARTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY IF THE MATERIALS IN OR WORKMANSHIP IN EQUIPMENT AND PARTS, NOR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER. Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller, Seller makes no guarantee with respect to material not manufactured by it.
8. **PURCHASER'S REMEDIES** The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. IN NO EVENT SHALL SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OF IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES OR DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.
9. **PATENT INFRINGEMENT** Seller will hold its Customer and the Owner harmless from infringement of any United States patent covering equipment of its manufacture. This, of necessity, is limited to the equipment per se and cannot be extended to applications of such equipment in a system, except in writing by an officer of Seller. The Customer and Owner shall advise Seller immediately in the event any claims of infringement are brought to their attention.
10. **GOVERNING LAW** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia.
11. **CERTIFICATION** The person whose signature appears on the attached hereof hereby certifies that, to his best knowledge and belief, the annexed bid is not the result of any agreement, arrangement or understanding between the Seller and any other manufacturer or seller of automatic temperature control systems and that the prices, terms or conditions thereof have not been communicated by or on behalf of the Seller to any such person and will not be communicated to any such person prior to the official opening of said bid.
12. **ACCEPTANCE OF TERMS** This proposal shall become a binding contract between the Customer and Seller when accepted in writing by the Customer. Such acceptance shall be with mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order.
13. No waiver, alteration, or modification of the terms and conditions on this and the attached hereof shall be binding unless in writing and signed by an authorized representative of Seller.