

PROJECT PROPOSAL



Hall County Annex Court – Turnkey Project York Chillers Replacement

Proposal #: Q-00096639
License #: CN007270
Certified Proposal #: R200401-GA-316628
OMNIA Membership #: 5103512

OMNIA[®]
P A R T N E R S

Prepared for:

Kevin Ivey
Hall County Commissioners
225 Green St.
Gainesville, GA 30501
8/18/2022

Prepared by:

Omar Singh
Account Executive
Atlanta District
Phone: (770) 514-5880 Mobile: (678) 858-3635
E-mail: omar.singh@daikinapplied.com

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following proposal for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services. Daikin is pleased to offer this proposal for your consideration.

Scope of Work

Daikin Applied scope will be to provide the labor, materials, and supervision required to replace two (2) existing York chillers servicing the Hall County Annex Court Building. With (2) Daikin equivalent tonnage air-cooled chillers, work is to be performed on Saturday.

Major Mechanical Equipment:

1. Daikin Air Cool Chiller AGZ101.....QTY (2)
2. Taco Chill-Water PumpQTY (1)

Mechanical Scope of Work.

1. Schedule projects kick-off meetings before work begins.
2. Review site staging and roofing protection plan.
3. The customer is to provide access to the building for after-hours work.
4. Provide labor to lock out tag-out equipment for energy isolation.
5. Provide labor and materials to recover refrigerant out of chiller per EPA regulations. Buyback of scraps will be applied back to the job.
6. Provide labor and materials to disconnect electrical and controls.
7. Provide labor and materials to isolate chiller water with existing butterfly shut-off valves (butterfly valves that won't hold stop check are excluded).
8. Provide labor and materials to disconnect chilled water lines from both chillers.
9. Provide hoisting, rigging, labor, and materials to demolish the existing York YCAL0104E chillers.
10. Provide labor and materials to haul off and dispose of the existing chillers. Buyback of scrap from chiller will be applied to riggers for the reduction of rigging cost.
11. Provide hoisting, rigging, labor, and materials to set new DAIKIN AGZ130E chiller on existing equipment rails.
12. Provide labor and materials to install two new chilled water isolation valves at the roofline.
13. Provide labor and materials to remove and install two (2) replacement chill-water control valves at chillers.
14. Provide necessary labor and materials to rework chilled water lines for Chiller #1 to match the new configuration for piping.
15. Provide labor and materials necessary to reconnect chilled water lines to Chiller #2.
16. Existing conditions of chilled water line to the building are excluded.
17. Provide labor and materials to reinsulate chilled water lines to point of connection for both chillers.
18. Provide labor to lock out tag out (1) chill-water pump.

19. Provide labor and materials to isolate and remove the existing chill-water pump with a direct replacement Taco Pump.
20. Provide necessary electrical to connect to variable frequency drives and pumps.
21. Provide necessary piping configurations to reconnect pumps.
22. Provide materials and labor to re-insulate chilled water pumps to point of connection.
23. Provide labor to start pumps and variable frequency drives up and check operations.
24. Provide labor to perform T&B across the equipment.
25. Provide submittals on pump installed.
26. Water treatment in its entirety is excluded.
27. Provide labor and materials to reconnect electrical and controls on both chillers.
28. Chiller will be controlled with Microtech controller or existing building controls (does not include connection, upgrades, or modification to building automation system in its entirety).
29. Provide clean-up of the work staging area.
30. **Lead Time on Chiller TBD**

Included in the pricing are the following options

1. Hot Gas Bypass Kit
2. Condenser Grilles; AGZ
3. Base Grilles; AGZ
4. RIS Isolator Kit; AGZ: Package
5. Strainer Kit.
6. MT III Comm Mod for Chillers, BACnet MS/TP

Warranty

1. Standard Warranty: 1st Year Entire Unit Parts & Labor.
2. Extended Unit Warranty: Entire Unit; Extended 4 years parts & labor **(5 Years Total)**.
3. Refrigerant Warranty 5 Years Total.

Factory Start-Up & Owner Training

1. Factory Start-Up, Test, Adjust & Performance evaluation performed by Daikin Applied Factory Service.
2. Completion of equipment warranty registration paperwork.
3. Provide owner/operator training to Hall County Courts personnel.
4. Provide IOM manuals, submittals, technical data & certified drawings to Hall County Courts personnel.

Exclusions

1. Controls integration by others.

Personnel

Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service.

Emergency Service Response

Emergency service is available on a 7-day, 24-hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Proposal Clarifications, Exclusions, and Exceptions:

Clarifications:

1. This proposal takes precedence over any other written, verbal, or other statements of scope, schedule, and pricing.
2. Acceptance of a Notice to Proceed is not an acceptance of terms and conditions. Any Notice to Proceed will be based upon the terms and conditions contained in this proposal.
3. All working hours are estimated at regular or straight time rates. Accelerated or expedited project execution schedules and associated costs are subject to additional quotation.
4. Daikin Applied is not responsible for any delays or cost as a result of delays incurred due to limited or no access to roads, buildings or equipment required to complete the scope of work provided for in this proposal.
5. Sales taxes are not included within our pricing.
6. Costs associated with Owner directed programs or software required to fulfill project reporting, execution, safety management, and or Owner or Owner's Representative invoicing are not covered and will be invoiced in addition to the agreed proposal price.
7. Signage will not be provided or installed by Daikin Applied.
8. Staffing of onsite Safety or Security personnel during project execution or after working hours will not be provided and Daikin Applied understands this is the responsibility of the Owner or Owner's Representative.
9. Site drainage, pollution prevention plan and execution, temporary bathrooms, emergency eye-wash stations, barricades, ramps, splash-blocks, fire protection plans, and systems required during construction, flagman, access controls features, trash repositories and pick services are not included. Daikin Applied understands the Owner or Owners Representative is responsible for these measures.
10. Daikin Applied understands temporary HVAC, temporary power, work site lighting, and temporary water required to perform the scope of work provided is the Owner or Owner's Representative responsibility.
11. Daikin Applied will only provide supervision for itself and its sub-contractors when we or they are on site.
12. Daikin Applied Material or Labor warranty is excluded on Owner or Owner's Representative provided equipment.

Exclusions:

1. Any labor, materials, or subcontracted service not specifically provided for in the description or scope of work.
2. Identification and remediation of existing code violations.
3. Authority Having Jurisdiction required changes are not included and will be quoted as additional work scope.
4. Painting, repair work to buildings, and/or equipment which is not specifically identified in the description or scope of work.
5. Costs associated with hazardous materials identification, removal, and/or abatement.
6. Temporary or portable HVAC equipment and connections to existing systems.
7. The creation of new Building Automation Systems graphics, monitoring, trending, analysis or any other software or labor required for implementation of these items.
8. Testing and balancing.
9. Commissioning plan development and execution.
10. Sound testing or acoustical treatments for any elements inside or external to the work site or equipment.
11. Seismic analysis and certification for all materials and equipment.
12. Permits, insurance coverages other than indicated in the attached Evidence of Insurance, and performance and payment bonds.
13. Professional services including Architectural, Mechanical, Electrical, Structural and other Engineering Disciplines.
14. Fire, Smoke and/or Security controls, equipment, repair, graphics, programming, replacement or upgrades.

OMNIA Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$350,000.00

Three Hundred Fifty Thousand and Zero cents

Add alternate 1 - Five (5) Annual Maintenance Agreement (54) 250.00

Proposal, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein (<https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611>) shall govern this Proposal and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Kevin Ivey
Hall County Commissioners
225 Green St.
Gainesville, GA 30501

Site Address:
225 Green St.
Gainesville, GA 30501

Accepted by:

(Print Full Legal Name of Customer)

(Signature)

(Title)

Date:

Approved by:

Omar Singh

(Print Full Legal Name of Daikin Applied Representative)

Omar

(Signature)

Account Manager

(Title)

9/13/2022

Date:

Note: This Agreement is subject to final approval by Daikin Applied.

Recommended Owner's Contingency:

It is highly recommended that Hall County Courthouse includes a % contingency on the proposed value to cover costs incurred directly or indirectly from Daikin Applied or Hall County Courthouse consultants for the performance of the work. This value will be entitled "Owner's Contingency" and the recommended value for this contingency is:

\$10,500.00 Ten Thousand Five Hundred dollars and Zero cents.

The Owner's Contingency will be specifically reconciled each month along with the payment applications for completed work. Any portion of the Owner's Contingency not used by the Owner will be returned to the Owner (Hall County Courthouse) upon final completion of the work included in the final billing. Only Hall County Courthouse legally authorized representative may authorize Daikin Applied to apply the funds at the Owner's direction. Daikin Applied will obtain formal authorization signatures and contract change orders for any use of these funds.

The recommend sum for project financing is:

Proposal Financing Items	Investment
Daikin Applied Proposal	\$350,000.00
Owner's Contingency	3%
Total	\$360,550.00

Contractor Agreement

Project No. Q-00096639

This **CONTRACTOR AGREEMENT** ("**Agreement**"), effective this ____ day of _____, 20____ ("**Effective Date**"), is made and entered into by and between Hall County Commissioners (hereinafter "**Owner**") and Daikin Applied (hereinafter "**Contractor**").

WHEREAS Contractor is in the business of providing equipment, labor and/or material, which may involve subcontracting a third party ("**Subcontractors**") to provide labor and material, to perform the scope of work described in the Proposal No. Q-00096639 Dated: 8/19/2022 hereto ("**Work**"), and,

WHEREAS, Contractor has offered to perform the Work for Owner with respect to the property located at 225 Green St., City of Gainesville, State of GA (hereinafter "**Property**").

WHEREAS Owner desires to retain Contractor to perform the Work.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements of the parties, it is agreed as follows:

1. **Work. Subject to credit approval**, Contractor agrees to furnish all labor, materials, tools, equipment, and samples necessary to complete the Work. Contractor acknowledges that in providing such Work, it shall at all times comply with all laws and regulations affecting Contractor. Owner agrees that Contractor may retain one or more subcontractors ("**Subcontractors**") to perform the Work through a Subcontract Agreement.
2. **Term of Agreement**. Contractor will commence Work on the commencement date ("**Commencement Date**"). Owner will notify Contractor of the Commencement Date in writing by issuing a Notice to Proceed. The Notice to Proceed shall be issued at least fourteen (14) days before the Commencement Date. Upon substantially completing the Work, Contractor shall present a Certificate of Substantial Completion to Owner.
3. **Contract Price**. For full performance of the Work in conformance with this Agreement, Owner shall pay the Contractor the fixed sum specified in the Proposal hereto ("**Contract Price**"), subject to adjustment per mutual agreement of the parties should the scope of Work change. The Contract Price does not include sales tax.
4. **Relationship of Parties**. Contractor is retained by Owner only for the purpose and to the extent set forth in this Contractor Agreement. Contractor's relationship with Owner shall, during the entire term of this Contractor Agreement, be that of an independent contractor. Contractor, and any employee, agent, servant, officer, director or shareholder of Contractor, shall not be deemed an agent, servant, or employee of Owner.
5. **Compliance with Laws**. Contractor and Owner agree that parties shall comply with all federal, state, and local laws and regulations applicable to its activities under this agreement, including without limitation to the hiring, safety, and taxation of its employees, as well as obtaining and maintenance of any applicable licenses and/or permits as required by all laws and regulations applicable to its activities under this Agreement.
6. **Insurance**. At all times while performing the Work, Contractor shall maintain, at its sole cost and expense, insurance as customary within the industry. If requested Contractor will present a copy of their certificate of insurance.
7. **Indemnification**. It is the parties' obligation to defend and indemnify upon prompt receipt of written notice to defend, indemnify, and hold harmless each other's officers, directors, employees, and agents, from and against those damages, liabilities, claims, and causes of action, for property damage, personal injury or death (including without limitation injury to or death of employees or any subcontractor thereof) (jointly referred to as "Claims"), directly caused by Contractor's negligence, gross negligence, or willful misconduct of the indemnifying party during the performance of the Work.
8. **Default**.
 - 8.1. A default occurs under the terms of this Agreement if: (a) Contractor substantially fails to perform any of its material obligations under this Agreement; (b) if Owner becomes insolvent, and/or (c) if Owner fails to tender payment to Contractor under this Agreement for thirty (30) days after the date such payment is due (together "Event of Default").
 - 8.2. Upon the occurrence of an Event of Default, the non-breaching party shall provide written notice to the breaching party ("Notice of Default"). Upon receipt of the Notice of Default, the breaching party shall immediately correct the default. If the breaching party fails to correct the default for thirty (30) days after receipt of the Notice of Default or fails to provide evidence that appropriate corrective action is in reasonable process, the non-breaching party may terminate this Agreement upon written notice ("Notice of Termination"). The parties shall have any legal remedies at their disposition, as allowed by local law.
9. **Termination**. Absent an uncured Event of Default, this Agreement may only be terminated only by the consent of the parties.

- 9.1. The termination shall be evidenced by: (a) execution of a single writing; (b) signed by Contractor and Owner; (c) that specifically identifies this Agreement, and (d) states that Owner and Contractor terminate this Agreement as of a specified date ("Termination Agreement").
- 9.2. Prior to execution of the Termination Agreement, Contractor shall present Owner with an Application for Payment for actual Work rendered under this Agreement as of the date the parties intend to execute the Termination Agreement, and Owner shall pay Contractor the amount requested in the Application Payment contemporaneously with the party's execution of the Termination Agreement.
10. **LIMITATION OF LIABILITY: NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, DELAY, LIQUIDATED, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFITS, GOODWILL, OR OTHER BUSINESS INTERRUPTION DAMAGES, THAT ARISE OUT OF OR RELATED IN ANY WAY TO THEIR PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED ON STATUTE, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER CLAIM OR THEORY OF RECOVERY OR LIABILITY WHATSOEVER, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN OR NOT.**
11. **Warranty.** All equipment furnished hereunder is provided with the manufacturer's warranty as the exclusive warranty for such equipment. Contractor provides such warranty as a pass-through to Owner. The manufacturer's warranty for equipment manufactured by Daikin Applied and Daikin North America are attached hereto and incorporated herein by this reference. The Contractor agrees to perform Work in a manner which is in accordance with industry standards for the operation, appearance, and public perception established by those engaged in a business similar to that of Contractor. Subcontractor Agreements will contain warranties that Subcontractors will perform the Work in a similar manner. Valid for one year from completion of the Work.
12. **Asbestos and Hazardous Materials.** In the event Contractor encounters asbestos, lead and/or other hazardous materials, Contractor will stop work and notify Owner, and shall have the right to suspend its work at no penalty to Contractor until such products or materials and the resultant hazards are removed. Completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Owner shall remediate any asbestos, lead or other hazardous materials at Owner's expense, and shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, upon, beneath, about or inside Owner's equipment or property, shall bear title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, and shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Owner shall defend, indemnify, reimburse and hold harmless Contractor and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, in connection with the services performed hereunder. Contractor reserves the right to engage others in a subcontractor status to perform the work hereunder.
13. **Confidentiality.** Owner agrees to keep confidential and use its best efforts to cause any sales representative and employees to keep confidential all trade secrets, proprietary, and confidential information (hereinafter "Confidential Information") related to Daikin Applied and safeguard all Confidential Information from disclosure or use by any person directly or indirectly under Owner's control. Confidential Information does not include (i) information which is in the public domain other than through a breach of this clause and (ii) information which was received by Owner independently of Daikin Applied. Neither expiration nor termination of this Agreement for any reason shall release Owner from the obligations of this Section.
14. **Notices.** Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (b) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (c) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to Contractor:

Daikin Applied Americas Inc.
Attn: Legal Department
13600 Industrial Park Blvd
Plymouth, MN 55340

If to Owner:

Hall County Commissioners
Attn: Kevin Ivey
225 Green St.
Gainesville, GA 30501

The foregoing addresses may be changed from time to time by notice to the other party in the manner hereinbefore provided for.

15. **No Waiver.** A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of said party's rights under any other provision.
16. **Severability.** If any provision hereof is deemed to be invalid or unenforceable under applicable law, the remaining provisions of this Agreement shall continue to be enforceable.
17. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, except conflicts of law which may require the application of another jurisdiction's laws.
18. **Miscellaneous.**

18.1. **Force Majeure.** Notwithstanding anything to the contrary contained in the Agreement, Daikin Applied shall have a reasonable opportunity to cure any alleged unmet performance obligations thereunder. Additionally, in the event either party is delayed in its performance due to causes outside its reasonable control, the time for such party's performance will be extended for a period of time reasonably necessary to overcome the delay.

18.2. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties with respect to the Work and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. No modifications or alterations shall be made to this Agreement unless in writing and agreed upon by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date, the corporate parties by their officers duly authorized.

OWNER:

Hall County Commissioners
Kevin Ivey
225 Green St.
Gainesville, GA 30501

CONTRACTOR:

Daikin Applied Americas
13600 Industrial Park Boulevard
Plymouth, MN 55441

(Print Full Legal Name of Customer)

(Signature)

(Title)

Date:

Omar Singh

(Print Full Legal Name of Daikin Applied Representative)

Omair

(Signature)

Account Manager

(Title)

9/13/2022

Date: