THERMAL CONCEPTS
HVAC • Refrigeration • Ductwork
CACO39621 CSCO46951 CGCA07936

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DATE: April 5, 2019

CLIENT:
City Of Stuart
121 Sw Flagler Ave.
Stuart, Fl 34994
Phone:
Fax:

PROPOSAL: 00026375
Replace RTU's/Upgrade Controls
Stuart Public Safety Bldg.

CONTACT: John LaPadula

We propose hereby to furnish material and labor, complete in accordance with specifications below for the sum of **Three Hundred Six Thousand Seven Hundred Twenty-Eight And 01/100 Dollars.**

Replace (7) Roof Top Package Units and Upgrade Existing Trane Controls

- Disconnect line & low voltage power from existing RTU's.
- Disconnect existing condensate drain piping.
- Remove any anchoring from existing RTU's.
- Fly existing RTU's off roof with crane and remove from and dispose of in accordance with EPA regulations.
- Install curb adapter on existing curb of RTU-1 only.
- Provide (7) new Trane RTU Package Units

All Units

- DX cooling - Downflow
- High efficiency
- 460/60/3 Voltage
- Hinged Panels
- 1-Set Pleated MERV8 Filters
- Motorized O/A Damper
- Factory Mounted VFD (Accept RTU-5)
- Oversize motor with shaft grounding ring
- Corrosion Protection Coating on Condenser Coils and Cabinet
- Coil Guards
- BACnet communications interface
- Electric Heat (RTU-5 only)
- Condensate overflow switch
- Stainless steel drain pan

THERMAL STANDARD TERMS, CONDITIONS AND EXCLUSIONS ARE PART OF THIS PROPOSAL.

Customer Initial_____

- 1st Year Parts Warranty Entire Unit
- 2nd Thru 5th Year Compressor Parts Warranty
- Adapter Curb (RTU-1 only)

- Fly new RTU's and set on existing curbs.
- Anchor new RTU's to existing curbs w/ #14 x 6" self-tapping screws through base rail into existing curb @ 8" on center all sides.
- Reconnect existing line voltage wiring.
- Install and wire temporary thermostats in new RTU's and place in return air while Trane performs upgrades to existing controls system.
- Start-Up new units and verify operation.
- Provide Upgrade to existing Trane controls system as described in the below scope provided by Trane:

Controls Stuart Public Safety Building

TRACER SC WEB ENABLED SYSTEM CONTROLLER, INCLUDING:

- Replace existing BCU with new TRACER SC Controller
- Reconnect existing Lontalk Communication Link (VAV Boxes Controllers) to new SC including:
- 1 MP581 Controller
- 2 MP503 Controllers
- Connect new RTUs (7) with BACnet communication cards (Supplied with equipment) to new SC.
- Configure new SC Controller
- Time of Day Schedule Control
- RTU Trends capability
- Local & Remote Alarms Set-up
- Mobile Web enabled interface

TRANE COMM3/COMM4 COMMUNICATION BRIDGE, INCLUDING:

- Install with new Comm3/Comm4 Communication Bridge
- Tie-in existing BCU-1 Comm4 Communication Links to New Bridge, Including:
- 42 Comm4 VAV Boxes
- Convert existing BCU-1 CPL Programs into TGP-2 SC Programs
- Configure all existing BCU-1 Systems inside the new SC Controllers
- Demolition of 6 existing VAV Command Units.

LABOR INCLUDING:

- Engineering
- Installation
- Custom color graphic displays, reports and alarm sequences
- Low voltage wiring
- Startup & checkout
- Owner training
- One-year warranty

PRICE ASSUMES:

- Power Wiring to BCS Controllers by Trane
- Standard production & delivery cycles
- All remaining Equipment are working properly
- All remaining controllers and End devices are working properly.
- Fire/Smoke Dampers are working properly
- If existing sensors, actuators, or any control devices are found to be defective or inoperable, a separate proposal will be provided for repair/replacement
- All work to be performed during normal working hours

PRICE DOES NOT INCLUDE:

- Any High Voltage wiring
- Provision of Fire, Smoke, or combination Fire-Smoke dampers, actuators, and/or end-switches
- Dampers/damper actuators not integral to the HVAC equipment and/or associated wiring
- Smoke detectors and/or associated smoke detector wiring
- Firestats and/or freezestats
- Mini Split ACU wiring unless otherwise noted above
- Any scope of work not specifically outlined above

AMENDMENTS & SPECIAL PROVISIONS:

1. Includes Crane fees for (2) mobilizations (3 units one day and 4 units the following day).
2. All work to be performed during normal business hours Monday through Friday 7:00 AM to 4:30 PM excluding legal holidays.
3. Excludes permit fees.
4. Excludes any engineering unless otherwise noted in the above scope of work.
5. Excludes Independent Certified Test & Balance
6. Excludes any other work not mentioned in the above scope of work.

Any Code Upgrades or Wind Load Calculations Are Excluded

TOTAL BID: (Three Hundred Six Thousand Seven Hundred Twenty-Eight And 01/100 Dollars) **$306,728.01**

Payment to be made as follows:

Acceptance of Proposal This proposal may be withdrawn if not accepted by May 19, 2019.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

John Satterfield
Account Manager

Date of Acceptance _____ Signature _____

Printed Name _____

Customer Initial_____

UNLESS SPECIFICALLY INDICATED ELSEWHERE, THIS PROPOSAL IS SUBJECT TO THE FOLLOWING:

TERMS & CONDITIONS:

1. Terms of payment are Net 10 days. Late charges may be assessed at 1.5% per month on past due balances. Applicable taxes are not included. Should payments be received after 60 days, then Thermal may stop all work under this Proposal and/or cancel the Proposal, and the entire price shall become due and payable.

2. Thermal is not responsible for loss or damage caused by unavailability of equipment, components or material for whatever reasons, including forces of nature, inaccessibility to premises, negligence by Customer or others, inadequate system design, vandalism or other causes beyond Thermal's control.

3. Both parties shall seek to avoid litigation. However, in the event that any legal actions are required to be taken by either party relating to this Proposal, it is agreed that such legal actions shall be commenced within one year, or earlier as may be provided by law, from the date in which the cause of action occurred and that the successful party in such legal action shall be awarded reasonable attorneys' fees, litigation or arbitration costs, and collection costs. Any and all legal action shall be filed within the county wherein the work was performed.

4. It is the customer's obligation to inform Thermal of the existence of any hazardous material that may exist at the jobsite. In accordance with OSHA's Hazard Communication Standard Regulations, Customer shall provide Thermal all relevant Material Safety Data Sheets (MSDS).

5. Thermal's responsibility under this Proposal excludes the identification, removal or abatement of asbestos, mold, mildew or other hazardous substances. In the event such products or substances are encountered, Thermal's obligation shall be limited to informing Customer of the possible existence of such materials. In the event that hazardous substances are encountered, all work shall immediately cease and shall not again commence until written documentation that abatement has been performed is provided to Thermal.

6. Thermal and Customer agree that the occurrence of any of the following conditions which, without limitation, might render performance by Thermal impractical, such as, but not limited to: strikes, fires, war, inclement weather, late or non-delivery by suppliers of Thermal and all other contingencies beyond the reasonable control of Thermal. Under no circumstances shall Thermal be liable for any special or consequential damages whether based upon lost goodwill lost resale profits, work stoppage, impairment of other goods or negligence otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, (unless such negligence is directly caused by Thermal) except only in the case of personal injury where applicable by law requires such liability. But in no event shall Thermal's liability exceed the purchase price paid under this Proposal.

7. The Customer shall pay Thermal, in addition to the price of this Proposal, the amount of all present and future taxes or any other government charges now or hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this Proposal relates, exclusive of ordinary personal property taxes assessed against Thermal.

8. It is agreed that the Customer shall assume responsibility and pay extra for all services and material required due to electrical power failure, low voltage, burned out main or branch fuses, low water pressure, corrosion, or lightning strikes, and any and all items listed in the EXCLUSIONS section of this Proposal.

9. Customer is responsible for the cost of any additional items of equipment or performance of any safety test or correction in design as recommended or required by insurance companies, state, municipality, or other governmental authorities.

10. Only the materials specifically listed in the service details section of this Proposal are included as a part of the Proposal. All other materials and/or equipment replacement are to be paid for by the Customer, in addition to this Proposal, if the Customer so requests or authorizes such work to be performed by Thermal.

11. All work covered under this Proposal shall be performed during normal working hours, 8:00 am to 4:30 pm Monday through Friday, excluding legal holidays.

12. Any additional work, not specifically stated elsewhere in this Proposal, shall only be performed upon authorization of Customer prior to proceeding with the work. Customer's oral or written authorization will be mutually acceptable.

13. All additional work, unless a quoted price is agreed to prior to commencement of the work, shall be performed on a time and material basis. Signature of Customer's building maintenance personnel or other employee on Thermal's Work Order/service ticket shall constitute acceptance and authorization for payment of the work covered by that form.

14. Thermal reserves the right to discontinue this Proposal at any time, without notice, in the event that payments under this Proposal shall not have been made as agreed.

Customer Initial_____