



400 Lake Ridge Drive, Smyrna, Georgia 30082

770-805-2527

jquinones@aircond.com

Mr. Steven C. Pressas
Centennial Academy Charter C.F.O.
531 Luckie Street
Atlanta, Georgia 30313

Mechanical (HVAC) Proposal
Centennial Academy Charter
531 Luckie Street
Atlanta, Georgia 30313

Project: Centennial Chiller #1 Replacement – ITEM 2

Date: March 19, 2021

We are pleased to provide this proposal for the **Chiller #1 Replacement** for the HVAC Emergency Upgrades at Centennial Academy Charter School.

Requested Budget Estimate:

PLEASE NOTE – The requested estimate must be initially contracted and designed by EMCOR In-House Engineers prior to submitting final system costs. This budget estimate is based on recent EMCOR Historical Data for your specific budget analysis.

- Estimated Cost of Furnishing & Installing new Variable Refrigerant Flow (VRF) System to Centennial Academy Charter**\$1,980,000.00**

ITEM #2 - Chiller Replacement Scope of Work: (Current Chiller may not function through Summer '21)

- Demolition and disposal of the existing Chiller-1
- Furnishing and installation of one (1) new Trane 110-ton Air-Cooled Chiller
- Hoisting and Rigging is included
- Insulation repair will be performed at Chiller connection points
- Associated Electrical scope of work is included
- Associated Automation Controls scope of work is included
- Start-Up and Operation Testing will be performed

Clarifications:

- Any additional system repair scope discovered during the replacement will be reviewed with the customer for approval prior to any work being performed.
- This proposal does not include work or material not listed above
- This proposal is based on regular working hours of 7:30am to 3:30pm
- Work required for the testing or abatement of asbestos if found to be present in any materials affecting the work of this proposal is not included.

ITEM #2 – Investment:

The price to perform the BASE Scope of work is**\$137,827.00**
(One Hundred Thirty Seven Thousand Eight Twenty Seven Dollars)

Due to the volatile pricing in commodities such as copper and steel, this price can only be guaranteed for sixty (60) days from the date of this proposal. After sixty (60) days, please call for verification.

Thank you for the opportunity to offer our proposal for this project. If you should have any questions, please feel free to call me to discuss at **770-805-2527**. I look forward to working with you on this project.

Respectfully Submitted,



Operations Manager



ACKNOWLEDGEMENT & ACCEPTANCE:

I am in agreement with the scope and cost of the work described above. I authorize **EMCOR Services Aircond** Corporation to perform this work.

Accepted: _____	_____
Name (please print)	Title
_____	_____
Signature	Date

PLEASE NOTE: This proposal is furnished to you for your evaluation of our concepts and pricing. There is no cost to you or financial obligation associated with this proposal. We do wish to point out, however, that the concepts and information contained herein are proprietary to our firm and are offered solely for your own use and evaluation. We intend to maintain confidential any information or data that you have supplied to us. We therefore ask that this proposal, in whole and in part, be kept in confidence and not be disclosed to any outside party for any other purpose.

Progressive payments to be made as follows:

- Project will be invoiced as follows (all invoices are net 30 days)
- 20% for Net Investment upon order for work
- Progress billing on the 15th of each month
- Final bill upon satisfactory completion of work

TERMS & CONDITIONS:

The following "Terms and Conditions" are attached to and made a part of the Agreement ("Agreement") between **EMCOR Services Aircond** ("Contractor") and the named Customer.

- 1. Acceptance.** A Proposal made upon these terms is subject to Customer acceptance in writing delivered to Contractor within thirty (30) days from the date hereof. All such acceptances are subject to credit approval. If Customer's order is an acceptance of a written Proposal on a form provided by Contractor, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order. If your order is not such an acceptance, then this document is Contractor's offer, to provide the Work solely in accordance with the following terms and conditions of sale. Customer's acceptance of the Work by Contractor will in any event constitute an acceptance by Customer of these terms and conditions.
- 2. Payment and Taxes.** Unless otherwise provided for in writing, Contractor shall invoice Customer 20% of the contract price up front for mobilization costs associated with the Agreement. Contractor may invoice Customer for all equipment or material purchased, whether delivered to the Site or to an off-site storage facility, and for all Work performed on-Site or off-Site; and under no circumstances shall any retention be withheld for any materials or equipment portions of the Work, and no retention otherwise shall be withheld from any payments. Payment is due Net 30 days from date of Contractor's invoice. Late payment to Contractor shall be subject to simple interest at the rate of one and one-half percent (1½ %) per month, not to exceed the maximum amount allowed by applicable law, calculated from the date payment was due until the date payment is received by Contractor. In addition to the stated Fee, Customer also shall pay Contractor, all excise, sales, use, occupation, gross receipts or other similar taxes imposed on Contractor by any governmental authority or in any way connected with Contractor's performance of its obligations under this Agreement or, alternatively, shall provide Contractor with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Contractor in attempting to collect amounts due.

3. Termination. Customer or Contractor may terminate this Agreement for convenience upon two (2) weeks prior written notice to the other party. In the event of such termination, Customer will pay Contractor for all Work performed and goods purchased for the Work through the date of termination and, in addition, in the event of termination for convenience by Customer, all other reasonable costs incurred by Contractor that are associated with such termination. Customer may terminate this Agreement for cause, but only upon seven (7) days written notice and, further, upon Contractor's failure to commence curative measures in such time and thereafter to proceed to effect such cure. In the event of such termination, Customer will pay Contractor all undisputed amounts due Contractor for all Work performed through to the date of termination. Contractor may suspend its performance of Work, without liability of any sort to Customer, if Customer fails to make payment to Contractor within thirty (30) days after the date payment is due. Upon payment, Contractor will recommence performance, and shall be entitled to an extension of time equal to the suspension and all reasonable costs associated with such suspension.

4. Site Assessment and Additional Work. Prior to performing any Work, Contractor will conduct an initial inspection of the Site to determine if the Site is in suitable condition for the Work. If Contractor determines that other work is required prior to commencement of the Work, such work shall not constitute Work under this Agreement, and Contractor will provide Customer with a quotation for such work. If Customer refuses to authorize such work, Contractor may, at its sole option, renegotiate the provisions of this Agreement or terminate this Agreement. If Customer requests any other work that Contractor concludes is outside the scope of Work, Contractor will provide Customer with a quotation for such work and the parties will execute a change order for such work.

5. Concealed or Unknown Conditions. If Contractor encounters conditions at the Site in the performance of the Work that are (i) subsurface, latent, or otherwise concealed physical conditions that differ materially from those indicated on the documents for the Work or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions (a) ordinarily found to exist at or about the Site or (b) generally recognized as inherent in construction activities of the type and character as the Work, Contractor will notify Customer of such conditions promptly, and prior to significantly disturbing such conditions. If such conditions cause an increase in the cost of the Work or the time required for performance of the Work, Contractor shall be entitled to an equitable adjustment in the price, time, or both.

6. Pre-existing conditions. Contractor will not be not liable for any loss or damage arising from or related to conditions at the Site that existed prior to Contractor's commencement of the Work, including, but not limited to, those involving the building envelope, mechanical equipment, electrical equipment, plumbing, indoor air quality, or mold and/or fungi.

7. Construction Procedures. Contractor shall supervise and direct the Work using its best skill and attention and have exclusive control over construction means, methods, procedures, sequences and techniques.

8. Site Access and Customer Obligations. Customer agrees to:

- a. Provide safe and reasonable access to the Site so that Contractor can perform the Work, and to remove any partitions, fixtures, or materials that may impede Contractor's ability to perform the Work;
- b. Allow Contractor to use power and water from the site and to start and stop the Equipment as is necessary to perform the Work;
- c. Provide any other assistance as is reasonably necessary so that Contractor can perform the Work;
- d. Allow unrestricted access to correct any emergency condition.

9. Permits and Government Fees. Contractor shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from Contractor's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

10. Warranty. Contractor warrants that (a) the materials provided in performing the Work will be free from defects to the same extent as set forth in the warranty provided by the manufacturer of such materials and (b) the workmanship provided in performing the Work will be good and of a workman-like standard for twelve (12) months from the date of substantial completion. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended purpose or the date that Customer receives beneficial use of the Work. Contractor's warranty in section (a) & (b) of this article applies only to materials and labor furnished by Contractor in performing the Work and shall be null and void if Customer subsequently has another contractor provide goods or services that relate to, concern, or otherwise affect the Work. (c) Contractor promptly shall repair or replace, at its sole option, any defective materials occurring within the applicable warranty period for such item, to the extent of such warranty. If a manufacturer's warranty excludes payment to Contractor for labor costs associated with removal, installation, repair, or other like or similar costs to remedy defective materials, Contractor will provide such labor at its own expense during normal working hours for sixty (60) days from the date of the Service, and if Customer requires warranty work at any other time outside normal hours, Customer will pay Contractor the rates then applicable to such labor at such time. Thereafter, Customer will pay Contractor the rates then applicable to such labor at such time. (d) Contractor promptly shall repair or replace, at its sole option, any improper workmanship of its work occurring within the applicable warranty period without cost to Customer. Contractor will provide labor for the performance of this warranty work at its own expense only during normal working hours, and if Customer requires warranty work at any other time, Customer will pay Contractor the rates then applicable to such labor at such time. (e) No liability whatsoever shall attach to Contractor until said equipment, material and Work have been paid for in full and then said liability shall be limited to Contractor's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. **CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY IS THE REPAIR OR REPLACEMENT SET FORTH IN THIS ARTICLE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES. CONTRACTOR'S TOTAL LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE OBLIGATIONS SET FORTH IN THIS ARTICLE. THIS IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND IT IS IN LIEU OF ANY AND ALL OTHER POSSIBLE REMEDIES, DAMAGES, CLAIMS, OR WARRANTIES WHETHER EXPRESS OR IMPLIED. THE DAMAGE LIMITATION SET FORTH IN ARTICLE 7 ALSO SHALL APPLY TO THIS WARRANTY.**

11. Excused Delay and Acceleration. (i) Contractor shall not be liable for any delay, or loss or damage arising therefrom, and shall be entitled to additional time for the Work, if the delay is caused by an occurrence beyond the control of Contractor, or Contractor's subcontractors, suppliers, or vendors, and without fault or negligence of any of them. (ii) Contractor shall be entitled to additional compensation for any excused delay as set forth in this article. (iii) Contractor shall be entitled to additional compensation for any acceleration or compression of the schedule set forth in Schedule I, and for any out of sequence or overtime work, except to the extent caused by Contractor's own negligent acts or omissions.

12. Indemnity. Contractor will defend and indemnify Customer from and against claims, damages, losses, or expenses (any or all, collectively, the "Claim"), including, but not limited to, reasonable attorneys fees, arising out of Contractor's negligent performance of the Work or its breach of this Agreement, provided that such Claim is attributable to (i) bodily injury, sickness, disease, or death or (ii) injury to tangible property (other than the Work itself), but only to the extent that any such Claim is caused by the negligent acts or omissions of Contractor or by the breach of this Agreement by Contractor, or its subcontractor(s), or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, and provided further that, if such Claim is caused by the joint or concurrent acts, omissions, or negligence of the parties, including the parties indemnified hereunder, the parties shall bear the defense and loss in proportion to their degree of liability.

13. Limitation of Liability. Notwithstanding anything to the contrary in this Agreement, under no circumstances, whether arising out of contract, tort (including negligence), strict liability, warranty or otherwise, shall either party be liable to the other for special, indirect, incidental, consequential, exemplary or punitive damages of any nature. In no event shall Contractor's aggregate liability to Customer for such actual and direct damage exceed an amount, at Contractor's sole option, that is equal to (i) the amount of this Agreement, or (ii) the cost to Contractor to repair or replace the Equipment giving rise to the claim.

14. Hazardous Materials. (a) Contractor shall not perform any work of any sort that concerns hazardous materials, and shall have no responsibility for accumulation, storage, transportation, or disposal of any hazardous materials or waste generated by Customer or present at the Site. (b) Contractor shall not be deemed an "operator" of the Site for purposes of current or pending federal, state, or local laws, rules, or regulations pertaining to hazardous materials. (c) In no event shall Contractor be required to sign any manifests related to hazardous materials generated by Customer or present at the Site. (d) Customer shall disclose to Contractor in writing and in advance of Contractor performing any Work any known hazardous materials that are present at the Site, including, but not limited to, the location and type of each such hazardous material, so that Contractor can inform and protect its employees from health risks associated with such hazardous materials. (e) Contractor shall not be required to perform any Work in any part of the Site where hazardous materials are present or where Contractor suspects the presence of hazardous materials, and Contractor immediately may stop providing the Work in either instance and notify Customer of the circumstance giving rise to the stoppage. Contractor's nonperformance of Work due to such actual or potentially unsafe working conditions shall constitute an excused delay. Customer will be responsible for taking any and all actions necessary to correct such condition in accordance with all applicable laws and regulations, and Contractor will resume performance of the Work in the affected area only in the absence of hazardous materials and/or when the affected area has been rendered harmless and safe for Contractor's performance of the Work. (f) Customer shall defend, indemnify, and hold harmless Contractor from any claims, damages, losses or expenses, including, but not limited to, reasonable attorneys fees, arising out of or resulting from this article.

15. Insurance. Contractor agrees to maintain insurance in the following minimum amounts during the Term: Commercial General Liability -- \$1,000,000 per occurrence; Automobile Liability -- \$1,000,000 Combined Single Limit; Workers Compensation -- Statutory Limits. Contractor does not waive any rights of subrogation.

16. General. Neither Customer nor Contractor shall assign any of its rights or obligations hereunder without the prior written approval of the other party. This Agreement shall be governed by, construed, and enforced for all purposes in accordance with the laws of the State where the Work are performed, without giving effect to its conflict of laws provisions. Any and all actions arising from, relating to, or concerning the subject matter of this Agreement shall be commenced in the United States Federal Court in the appropriate district of such State or the State court of such State, either of which shall have exclusive jurisdiction over such actions. Any such action shall be submitted TO THE COURT ONLY for resolution, WITHOUT TRIAL TO A JURY. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY SUCH ACTION. Any such action also shall be commenced with one (1) year from the date of the Work giving rise to such claim, with the exception of any action by Contractor for collection of amounts due to it. Contractor shall be entitled to all fees and costs, including reasonable attorney's fees, incurred by it in any action to collect amounts due to it from Customer. This Agreement sets forth the entire agreement between the parties on the subject matter contained herein, and supersedes and renders null and void any and all prior or contemporaneous oral or written understandings, negotiations, or promises relating to these issues. No agreement modifying this Agreement shall be binding unless made in writing and signed by a duly authorized representative of the party to be bound. No quotations, proposals, other terms, or other documents form a part of this Agreement, unless specifically referenced herein and attached hereto. If any part of this Agreement is deemed to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only to the extent required to remove the invalidity or unenforceability. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. Except as provided for Service Fee adjustments, no modifications, additions or changes may be made to this Agreement except in a writing signed by both parties. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.