



April 30, 2025

Dekalb County Finance Department  
1300 Commerce Drive  
Decatur GA 30030

RE: Project / Repairs at **Dekalb Police Station 2484 Bruce Street**

**Galgon HVAC & Mechanical Service** is pleased to provide the following proposal for your approval:

**Replacement of (8) RTUs and (2) Ductless Mini-splits**

**Scope of Work:**

Isolate and lockout electrical power to existing units  
Reclaim refrigerant per EPA regulations and dispose of properly  
Utilizing crane, lift off existing units  
Set and install (8) Trane RTUs and (2) Mitsubishi Ductless Mini-splits  
Provide and install (10) new disconnects for units and new liquid tight conduit lines  
Install new drain lines and new rubber roof blocks for support  
Re-pipe gas line to unit and paint yellow for rust protection and safety  
Install Bacnet cards  
Startup and verify operations for (8) RTUs and (2) mini-split systems  
Clean up job related debris  
Note: Controls to be done by Dekalb County.

**Clarifications/Exclusions:**

- ❖ Work to be performed during normal business hours (Monday-Friday 7:00am - 3:30pm)
- ❖ Any other deficiencies that may be discovered; not listed in above scope; will be addressed separately
- ❖ Galgon HVAC reserves the right to partially invoice this project; prior to completion for work performed
- ❖ 90-day repair labor warranty & manufacturer's parts warranty applies
- ❖ This proposal does not include any type of code upgrade or modifications unless specified in scope
- ❖ **Equipment, materials and refrigerant costs are subject to change up until date of shipment per the manufacturer. Galgon HVAC has no control over these increases and reserves the right to pass such increases on to Customer. If this occurs; the increase ONLY will be passed on.**
- ❖ The pricing below reflects direct payment to Galgon HVAC, any additional fees incurred due to 3<sup>rd</sup> party invoicing will be an additional cost and added to the below listed price.
- ❖ Isolation valves that do not shut off 100% are not included

**The costs to perform the above listed work will be \$339,762.00 \***

*(\*pricing includes all applicable sales tax)*

Please contact me at 404-275-3401 or call our office 404-352-1500 should you have any questions.

Sincerely,

**GALGON HVAC & MECHANICAL SERVICE, INC.**

*Alex Holloway*

**Customer Approval**

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

PO# \_\_\_\_\_ Date: \_\_\_\_\_

*Attached Terms & Conditions have been read and agreed upon*

**Galgon HVAC & Mechanical Service, Inc. Approval** \_\_\_\_\_ **Date:** \_\_\_\_\_



#### **GENERAL TERMS & CONDITIONS**

- 1) Payment terms are NET thirty (30) days from date of invoice. A late fee of 1.5% will be charged on unpaid balance. Galgon HVAC shall be entitled to any and all costs associated with the collection of unpaid invoices, including but not limited to attorney fees, collection fees, court costs, and Galgon HVAC expenses. Galgon HVAC reserves the right to discontinue any and all work at any time should payments not be made as agreed.
- 2) Galgon HVAC will perform the services herein during regular working hours, Monday through Friday with the exception of holidays. If Customer requests special inspections, adjustments or repairs to be made other than during normal working hours, Customer shall be billed separately for the difference between the regular and overtime billing rates.
- 3) Customer is responsible for daily operation and maintenance of the equipment unless otherwise specified herein, and for maintaining insurance coverage to protect against sudden accidental and/or catastrophic failures. Galgon HVAC is not liable for damage caused by acts of God, fire, power failures, low water pressure, problems with electrical supply and plumbing lines, strikes, or availability of parts.
- 4) Customer agrees to furnish safe and free access to all equipment covered by this agreement for the purpose of carrying out the terms of this service agreement. Customer agrees to reimburse Galgon HVAC for work performed by Galgon HVAC considered above and beyond the scope of work included in this Agreement.
- 5) This Agreement excludes the identification, detection, abatement, encapsulation, or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event the above materials are encountered, Galgon HVAC will notify Customer, discontinue work and remove its employees. Customer shall be responsible for any claims, liability or fees associated with or relating to any hazardous materials. Galgon HVAC will not resume work until the hazard is corrected or it is determined no hazard exists.
- 6) Refrigerant is not included in this Agreement unless specified.
- 7) Unless included in Scope of Agreement, Galgon HVAC shall not be liable for any of the following:
  - a) Any services on chilled water, condenser water & heating or domestic water pumps, piping and valves remote from the units; air ducts and air balancing; electrical equipment remote from the units; motor starting equipment and interconnecting power wiring; recording or portable instruments, gauges or thermometers; any insulation or piping covering; any non-maintainable parts of the system, such as cabinets, shells, ductwork, wiring, structural supports, or equipment failures due to erosion or corrosion; decorative casings; equipment painting; coils and heat exchangers; equipment damage by freezing weather; replacement of obsolete parts; and removing, replacing, or altering any part of the building systems or structure, equipment that reaches its useful life expectancy per industry standards, thermostat adjustment service calls.
  - b) Vandalism, acts of God or other damage of or to equipment is not included
  - c) Repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, improper operation, unauthorized alteration of Equipment, accident, negligence of Customer or others, damage due to freezing weather, calamity or malicious act.
  - d) Building access or alterations that might be necessary to repair or replace Customer's existing equipment.
  - e) The normal function of starting and stopping the Equipment or the opening and closing of valves, dampers or regulators normally installed to protect the Equipment against damage;
  - f) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement.
- 8) The equipment listed in this Agreement is assumed to be in maintainable condition. If any equipment is determined not to be maintainable during the initial service inspection or initial seasonal start-up, then the Customer can either correct the deficiencies or delete the equipment from this service agreement.
- 9) Galgon HVAC and Customer shall indemnify and hold each other and their Officers harmless from and against any and all claims, actions, costs, expenses, damages, losses and liabilities, including attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or agents. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.
- 10) Galgon HVAC shall not be liable for special or punitive damages, direct or indirect damages, consequential damages for lost opportunities, lost profits, delay of any kind, loss of equipment use or facilities, loss of product, loss of revenue, loss of production, any utility cost, temporary facilities, rental of temporary equipment or rental of any kind. Galgon HVAC shall not be liable for conditions beyond our control, including but not limited to acts of God, acts of Government, acts of war, military authority, strikes, fire, explosion, riot, theft, terrorism, vandalism, malicious mischief, or the inability to obtain materials or supplies.
- 11) This Agreement, when accepted and approved by Galgon HVAC constitutes the entire agreement, and all related prior representations or agreements, whether written or oral, are hereby superseded. No additions or changes to this agreement shall be accepted unless made in writing and signed by both parties.
- 12) Customer agrees that it shall not hire as an employee or contract with as an independent contractor any of the employees of Galgon HVAC during the performance of this Agreement and for a period of twelve (12) months following the completion of this Agreement.