



**From** | **B&W Mechanical Contractors, Inc**  
 1940 Riverside Parkway  
 Lawrenceville GA 30043  
 706-296-3349

**Quote No.** | **2017810**  
 Type | Sales  
 Prepared By | Don Carroll  
 Created On | 05/16/2024  
 Valid Until | 05/31/2024

**Quote For** | **DeKalb County Finance Department**  
 Juvenile Justice Center  
 4309 Memorial Drive  
 Decatur GA 30032

## Description of Work

### Replace #1 York Chiller

- Procure to install a Trane model RTHDUB1FX 250-ton Water Cooled Optimus, R134 refrigerant, internal & external enhanced evap tube, 2 pass evap water box, 2 pass condenser 460/3 electrical, Premium Adaptive Drive, Circuit Breaker, BACnet interface, over/under voltage protection. Factory start up during regular working hours 5 years parts and labor warranty
- Coordinate service work with customer and remove unit from service then reclaim refrigerant from system (to be disposed of by E.P.A. guidelines)
- Install electrical and water lock-out tag-out safeties and chiller rigging then dismantle existing chiller in order to remove from building (to be disposed of per E.P.A. guidelines)
- Set replacement chiller in new location and reconnect with manufactured to-fit piping connections, flood chiller and assure no leaks
- Reconnect high/low voltage electrical and start warming chiller up then perform a **FACTORY START-UP WITH WRITTEN REPORT**
- Clean all areas of work related debris

## Clarifications/Exclusions

- To be performed during normal business hours (Mon-Fri 7:00 am - 4:00 pm)
- Any additional deficiencies discovered during execution will be quoted separately
- **UPON COMPLETION WE WILL REACH-OUT TO THE DEKALB COUNTY WATER TREATMENT CONTRACTOR TO PACIFY THE NEW SYSTEM**
- Perform workplace safety
- Proposal **Valid for 30 days**

### Epidemic Rider

Notwithstanding any provision(s) of this Subcontract, if as a direct or indirect result of any virus, disease, contagion, including but not limited to COVID-19, (individually or together Epidemic) Subcontractors work is delayed, disrupted, suspended, or otherwise impacted by, including, but not limited to, (1) disruptions to material and/or equipment supply; (2) illness of Subcontractors workforce and/or unavailability of labor; (3) government quarantines, shelter-in-place orders, closures, or other mandates, restrictions, and/or directives; (4) Owner or Contractor restrictions and/or directives; and/or (5) fulfillment of Subcontractors contractual or legal health and safety obligations associated with an Epidemic; then Subcontractor shall be entitled to an equitable adjustment to the Subcontract schedule and duration to account for such disruptions, suspensions, and impacts. To the extent any of the causes identified herein results in an increase in the price of labor, materials, or equipment used in the performance of this Subcontract or other costs of performance of the Subcontract, Subcontractor shall be entitled to an equitable adjustment to the Subcontract price for such increases, provided Subcontractor presents documentation of such increases (including the original prices and/or estimates) and evidence of Subcontractors reasonable efforts to find alternative sources of material or equipment supply and/or labor at the original/non-impacted prices and/or estimates.

## Services to be completed

**[Commercial Cooling] Chiller - CH1 York YRVDUBTO-46C SBRM102410**

Replace #1 York Chiller

**GRAND TOTAL      \$379,010.00**

**Terms and Conditions**

1. All Contractor's labor and materials sold for repair work to existing equipment is warranted against defects in workmanship or materials under normal use for sixty (60) days after installation.
2. On all new equipment installations, Contractor warranties labor only for a period of one (1) year, parts are per equipment manufacturers warranty period.
3. Any problems resulting in warranty claims will be addressed during normal business hours, Monday through Friday. Repairs requiring after-hours work at premium charges will be billable to the customer for the premium charge only.
4. In case of any failure to perform its obligations under this Agreement, Contractor's Liability is limited to repair or replacement at its option, and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to be accident, alteration, abuse or misuse, and shall not extend beyond the term of this agreement.
5. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal working hours.
6. Contractor will not be required to move, replace, or alter any part of the building structure in the performance of this Agreement.
7. If a trouble call is made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Contractor may charge Customer at the rate then in effect for such services.
8. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount to be negotiated or on a time and material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
9. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection of riot, action of the elements, forces of nature, or by any cause beyond its control.
10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets(MSDS)pursuant to OSHA's Hazard Communication Standard Regulations.
11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement, or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, Contractor's sole obligation will be to notify the owner of the existence of such products and materials. Contractor shall have the right thereafter to suspend its work until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equally adjusted.
12. To the fullest extent permitted by law, each party shall indemnify(the "Indemnifying Party") and hold harmless the other party (the "Indemnified Party"), its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of the Indemnifying Party, anyone directly or indirectly employed by the Indemnifying Party, or anyone for whose acts the Indemnifying Party may be liable. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will either party be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of customers tenants or clients, or any special, indirect or consequential damages. Contractor and Customer hereby mutually agree to waive subrogation under their respective property insurance policies.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Photos**



Photos



Photos



Photos