



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

Quote No. | **2016176**
Type | Sales
Prepared By | Don Carroll
Created On | 03/02/2023

Quote For | **DeKalb County Finance
Department**
Porter Sanford III Performing
Arts & Community Center
3181 Rainbow Drive
Decatur GA 30034
(404) 687-2731

Description of Work

Provide & Install (1) Rental Air-Cooled Chiller

- Coordinate efforts for install rental boiler (**monthly rate will be \$16,180.00 per month after the initial month**)
- Coordinate services with customer, remove unit from service then install lock-out tag-out safeties
- Cut in hot water taps with isolation valves for rental chiller to connect to
- Perform start-up with a written report and assure proper operations
- Cleans areas of work related debris then turn in completed paperwork

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
- **THIS QUOTE INCLUDES DELIVERY, INSTALLATION, ONE MONTHS RENTAL, DISCONNECT AND PICK-UP ONLY**
- 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] Location - Building
Provide Rental Chiller

GRAND TOTAL | **\$39,141.00**

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.

Approved by Ninfas Willis on 3/8/2023 04:33pm from IP address 174.209.107.149



From | **B&W Mechanical
Contractors, Inc**

1940 Riverside Parkway
Lawrenceville GA 30043
706-296-3349

Quote No. | **2016107**

Type | Sales
Prepared By | Don Carroll
Created On | 02/16/2023
Valid Until | 03/23/2023

Quote For | **DeKalb County Finance
Department**

Porter Sanford III Performing
Arts & Community Center
3181 Rainbow Drive
Decatur GA 30034
(404) 687-2731

Description of Work

Replace Air-cooled Chiller

- Procure to install a Carrier model #30XV200 screw chiller with VFD (**see submittal**) and labor warranty) **
- Coordinate services with customer and initialize work operations
- Set new chiller and connect new services and allow chiller to warm up, insulate new chilled water piping to match
- Have factory perform start-up with written report
- Clean areas of work related debris
- Finish landscaping to match existing

**(chiller to have a 5 - year parts

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
- Perform workplace safety
- **** Currently a 28-30 week lead time****
- Proposal **Valid for 30 days**

Epidemic Rider

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Services to be completed

[Commercial Cooling] Location - Building

Replace air -cooled chiller

Terms and Conditions

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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: _____