

**THE DEKALB COUNTY BOARD OF EDUCATION
CONSTRUCTION CONTRACT CHANGE ORDER**

Construction Works, Inc.

Project Name:	Fairington Elementary School
Project No.:	361-35
Change Order No.:	01
Date:	June 14, 2023

Contractor:	Construction Works, Inc. 2524 Lithonia Industrial Blvd. Suite D Lithonia, Ga 30058 Phone: 678-526-8189	(the "Contractor")
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Project Description: Major Building Systems Replacement

Reason for Change: Owner Requested Items and Material Escalations

The Contract for the above-referenced Project is hereby amended to provide for the following described change(s) upon the terms set forth below:
Scope of Work (for this change):

1. HVAC Controls = \$116,575.90
2. Carrier Equipment Escalation = \$5,226.03

Total = \$121,801.93

Contract Amount:	Original Contract Price:	\$4,203,861.37
	Previous Change Orders (Nos.):	\$ 0.00
	Current Contract Price (with Change(s)):	\$4,203,861.37
	Amount of this Change Order:	<u>\$ 121,801.93</u>
	Revised Contract Price:	\$4,325,663.30

Contract Time:	Original Substantial Completion Date:	7/31/2024
	Increase/(Decrease) in calendar days by previous Change Order(s):	0
	Increase/(Decrease) in calendar days by this Change Order:	0
	Revised Substantial Completion Date:	7/31/2024

Attachments (Incorporated by Reference):

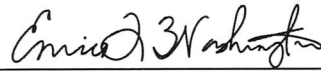
CLAIM IDENTIFICATION OR WAIVER
The Contractor has no claims arising out of or related to the Project for any (i) costs, expenses, profit, overhead, direct damages, consequential damages or increase in the Contract Price or (ii) delay or impact to the Contractor or the Project except as identified as follows:

[Empty box for claim identification]

and any and all claims that are not identified hereinabove by the Contractor are hereby waived by the Contractor.

As changed hereinabove, the Contract for the above-referenced Project shall continue in full force and effect.

Agreed to by the Contractor:

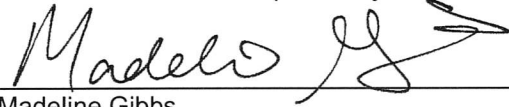


Enrico Washington
Vice President

6/15/2023

Date

Recommended for Acceptance by Architect:



Madeline Gibbs
Design Architect

06.15.2023

Date

Recommended for Acceptance by Program Manager & Owner:



Mel Butler
Program Director

7/15/23

Date

Richard Boyd
Director, Design and Construction

Date

Erick Hofstetter
Chief Operating Officer

Date

Approved by The DeKalb County Board of Education:

Dr. Devon Q. Horton
Superintendent

Date

Mr. Dijon B. DaCosta Sr.
Board Chair

Date

Board of Education Approval: Not Required Under \$100,000	Date: N/A	Item No.: N/A
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Fairington ES
Change Order No. #1 - Breakdown

PCO #	Description	Owner Request	Unforeseen Condition	Errors/Omissions
1	HVAC Controls	\$116,575.90		
2	Carrier Equipment Escalation		\$5,226.03	

Totals \$116,575.90 \$5,226.03 \$121,801.93



Fairington ES (23-02)

001 - HVAC Controls and Carrier Equipment Escalation

Category	Reason Design Change	Location	Status Ready for Review ●
Create Date 5/25/2023	Due Date 6/1/2023	Importance High	Reference

Notes

Summary	Estimate	Proposed	Approved	Applied
Requested Days 0.00 Budget	0.00	116,575.90	0.00	116,575.90
Approved Days 0.00 Cost	0.00	116,575.90	0.00	116,575.90

Description	Budget Code /Contract	Allocation	Estimate	Proposed	Approved	Applied
001 -	Budget 03.230000.SC.DC	Pend Rev	0.00	101,521.00	0.00	101,521.00
CCI to provide current transducers on the following pieces of equipment:	Cost	Pend Commt	0.00	101,521.00	0.00	101,521.00
(44) Existing WSHP's (4) New RTU's (2) Existing RTU's (1) Existing PMU's (2) New ERU's (2) New OAU's (4) New Mini-Splits (2) Freezer/Cooler Units						
002 -	Budget 01.010000.GC.IC	Pend Rev	0.00	5,076.05	0.00	5,076.05
Overhead & Profit at 5%	Cost	Pend Commt	0.00	5,076.05	0.00	5,076.05
003 -	Budget 01.000000.GC.DC	Pend Rev	0.00	1,193.89	0.00	1,193.89
Insurance	Cost	Pend Commt	0.00	1,193.89	0.00	1,193.89
004 -	Budget 01.010000.GC.DC	Pend Rev	0.00	5,389.55	0.00	5,389.55
General Conditions/Requirements	Cost	Pend Commt	0.00	5,389.55	0.00	5,389.55
005 -	Budget 01.010000.BU.DC	Pend Rev	0.00	3,395.41	0.00	3,395.41
Payment and Performance Bond	Cost	Pend Commt	0.00	3,395.41	0.00	3,395.41

Links



Change Order Request
001
Enrico Washington, Sr.



Change Order Proposal

2805 Premiere Parkway
 Duluth, GA 30097
 Phone: 678-584-0880 Fax: 678-584-1554
 Email: mmatia@shumatemech.com

Date:
 May 18, 2023

Job Name:	Fairington Elementary School
Shumate CHO #:	2
Shumate Job #:	10035766
G.C. Subcontract #:	

Submitted To:	Construction Works
Attention:	Rico Washington
Description:	Control changes

Detail of Change Order Proposal:

Quantity	Description
1	GUI User Interface
1	Current Transducers in lieu of Current Switches
1	O3 Room Controller
1	Demo existing room sensor locations
1	Include phase loss notification and door switch
1	CO2 to be provided in Media Center, Café & Gymnasium
1	Warranty (Labor & Material) for 1 year

Price for Changes: **\$101,521**
to be added to current contract amount

Submitted By:	<i>Michael Matia</i>
	Shumate Mechanical

Exclusions:
 Notes:

Accepted By:	
Date:	

By signing and returning this Change Proposal, you hereby approve Shumate Mechanical, Inc. to proceed with changes at Price submitted above.



Change Order Estimate

2805 Premiere Parkway
Duluth, GA 30097

Phone: 678-584-0880 Fax: 678-584-1554

Email: mmatia@shumatemech.com

Date: 18-May-23

Submitted To: Construction Works
 Attention: Rico Washington
 Job Name: Fairington Elementary School
 Shumate CHO #: 2
 Description: Control changes

Shumate Job #: 10035766
 G.C. Subcontract #:

PER DIEM NO

Quantity	Description	Cost Of Labor		TAXABLE Cost Of Material,Equip,Rental		NON-TAXABLE Cost Of Sub,Permit,& Travel	
		Unit	Total	Unit	Total	Unit	Total
1	GUI User Interface		\$0.00	\$5,200.00	\$5,200.00		\$0.00
1	Current Transducers in lieu of Current Switches		\$0.00	\$4,400.00	\$4,400.00		\$0.00
1	O3 Room Controller		\$0.00	\$36,200.00	\$36,200.00		\$0.00
1	Demo existing room sensor locations		\$0.00	\$30,500.00	\$30,500.00		\$0.00
1	Include phase loss notification and door switch		\$0.00	\$4,000.00	\$4,000.00		\$0.00
1	CO2 to be provided in Media Center, Café & Gymnasium		\$0.00	\$6,600.00	\$6,600.00		\$0.00
1	Warranty (Labor & Material) for 1 year	\$0.00	\$0.00	\$1,738.00	\$1,738.00		\$0.00

Labor Burden Percentage	40%	\$0.00			
Tax	8.00%			\$7,091.04	
SubTotals	Total Labor	\$0.00	Total Material	\$95,729.04	Total Non-Tax
Total Cost (Labor,Material, and Non-taxable)				\$95,729.04	\$0.00
Overhead Percentage	5%			\$4,786.45	
Profit Percentage	0%			\$0.00	
Sub Total before Bond				\$100,515.49	
Bond Amount	YES			\$1,005.15	

TOTAL CHO SALES PRICE..... **\$101,520.65**

Thank-you for your Business !... For "Comfort You Can Count On"...Please call Shumate Mechanical



CONTROL CONCEPTS, LLC

3550 North Pkwy, Suite 100

Cumming, GA 30040

Ofc: (770) 888-0181

DATE: **MARCH 20, 2023**
(Revised May 19, 2023)

TO: **MR. MICHAEL MATIA**
Shumate Mechanical
Commercial Division
2805 Premier Parkway
Duluth, GA 30097
c: 770.318.0228
email: mmatia@shumatemech.com

Project: **REDAN MIDDLE, FAIRINGTON ELEMENTARY & SALEM MIDDLE SCHOOL MAJOR BUILDING SYSTEM REPLACEMENT**
DeKalb County Public Schools
Request for Proposals (RFP) No. 22-752-020
DCSD Project Nos.: 322-35, 361-35 & 365-35
iNTREO Building Automation System
Proposal #: 22-JM-203-CO: O³ Room Controller & Miscellaneous

As requested by the county, the following change order is to provide updated requirements of the DeKalb County Maintenance Department. The following are clarifications to our proposal.

INCLUDED IN THIS CHANGE ORDER (All Three Projects):

1. The Building Automation System shall seamlessly communicate and integrate with the DeKalb County Board Approved Standard Web-based **iNTREO** Building Automation System currently installed throughout the county.
 - All controllers shall be the **iNTREO** Web-based Building Automation System and shall be furnished and installed by CCI.
2. Furnish and install new GUI interface in Mechanical Room for use by County Personnel
3. Demo existing thermostat rough-in location.
 - Note any patching/painting shall be by others.
4. Freezer and cooler shall be provided with an additional door switch and phase loss monitoring.
5. CCI to furnish and install CO2 sensor in Media, Café and Gym.

REDAN MIDDLE SCHOOL Drawings M0.11 thru M2.01 dated "02.14.2022 Bid Set"

6. In lieu of specified current switches, CCI to provide current transducers on the following pieces of equipment:

- (18) New RTU's
- (4) New ERU's
- (4) New Mini-Splits
- (79) Existing WSHP's
- (7) New Exhaust Fans
- (2) Freezer/Cooler Units

7. In lieu of the flat plate room sensors, CCI to provide the O³ Room Controller for the following pieces of equipment:

- (4) New ERU's
- (18) New RTU's
- (4) New Mini-Splits
- (79) Existing WSHP's

FAIRINGTON ELEMENTARY SCHOOL Drawings M1.01 thru M3.03 "02.14.2022 Bid Set"

8. In lieu of specified current switches, CCI to provide current transducers on the following pieces of equipment:

- (44) Existing WSHP's
- (4) New RTU's
- (2) Existing RTU's
- (1) Existing PMU's
- (2) New ERU's
- (2) New OAU's
- (4) New Mini-Splits
- (2) Freezer/Cooler Units

9. In lieu of the flat plate room sensors, CCI to provide the O³ Room Controller for the following pieces of equipment:

- (44) Existing WSHP's
- (4) New RTU's
- (2) Existing RTU's
- (1) Existing PMU's
- (4) New Mini-Splits

SALEM MIDDLE SCHOOL Drawing Drawings M1.0 thru M2.5 dated "02.14.2022 Bid Set"

10. In lieu of specified current switches, CCI to provide current transducers on the following pieces of equipment:

- (3) New ERU's
- (1) New OAU
- (2) Existing Multi-Zone RTU's
- (7) Existing RTU's
- (3) New RTU's
- (2) New Mini-Splits
- (61) New WSHP's
- (21) New Exhaust Fans
- (1) New Split System Heat Pump
- (2) Freezer/Cooler Units

11. In lieu of the flat plate room sensors, CCI to provide the O³ Room Controller for the following pieces of equipment:

- (2) Existing Multi-Zone RTU's
- (7) Existing RTU's
- (3) New RTU's
- (2) New Mini-Splits
- (61) New WSHP's
- (1) New Split System Heat Pump

CLARIFICATIONS FOR THIS PROPOSAL (indicated with):

1. All work is to be provided during normal work hours.
2. All low voltage control wiring above lay-in ceilings and inside sheetrock walls to be installed as plenum cable not in conduit. Exposed control wiring (i.e., mechanical rooms) and wiring inside block walls to be in conduit. Concrete walls will require surface mounted raceways. Wiring installed outside and potentially exposed to damage will be run in conduit.
3. Labor, material, engineering, and startup for equipment provided by CCI has been included.
4. Two (2) year warranty on parts and workmanship is included.
5. Buy American considerations are included.
6. Custom color graphics will be created for each piece of equipment controlled or monitored by CCI.
7. OCIP/CCIP insurance.
 - OCIP/CCIP insurance has been Excluded. If OCIP/CCIP is a requirement, we can provide alternate pricing for the administrative costs.
 - OCIP/CCIP insurance has been Included.
8. Unless specifically noted, control dampers are not included in CCI's scope of work. CCI will provide the actuators for the dampers. We assume that the actuator will mount/direct couple to the shaft of the damper provided by others. Our scope does not include any shaft extensions or adaptor plates.
9. Purchase Order:
 - CCI requires a Purchase Order (PO) or Notification to Proceed (NTP) in advance of commencing any work for a project. The Lead Time for projects not requiring a Controls Submittal is Two (2) weeks in advance of commencing work which includes mobilization. In the event the Customer requests reducing the stated lead time, Control Concepts will provide the additional costs related to acceleration of the schedule and will require written approval of these costs before proceeding.
 - Complete engineered submittals and as-built documentation are included. CCI requires a Purchase Order (PO) or Notification to Proceed (NTP) in advance of commencing any work for a project. Projects requiring Controls Submittals require detailed coordination with other Trades. Depending on the scope of the project, the Controls Submittal cannot begin until we have been provided the related approved submittals (which must include wiring diagrams) by the other trades. In many cases, the lead time for Controls Submittals is Eight (8) weeks after receipt of authorization to proceed and the receipt of the approved submittals (including the wiring diagrams) from the other trades. In the event the Customer requests reducing the stated lead time, additional costs may apply.
10. Liquidated Damages:
 - No claim for liquidated or actual damages can be made against Control Concepts (CCI) unless it is proven that CCI is the sole cause of the delay or impact to the critical path of the project. CCI's cost basis at the time of the proposal was derived from the scope of work and project schedule that included completion of critical path items by others and a duration of time for our scope to follow. Should the schedule change (acceleration, compression, or delay), CCI will evaluate and advise of any cost impact via a change order.
11. Project Pricing Considerations:
 - In no event shall Control Concepts (CCI) be liable for:
 - (a) Price increases in material or equipment as a result of delays not solely caused by CCI.
 - (b) Delays or price increases resulting from material or equipment shortages in the supply chain.In such event, Control Concepts shall request and be entitled to a Change Order for any changes in the Contract Sum and Contract schedule.
12. COMMISSIONING/3rd Party Commissioning:
 - Unless specifically noted, No Allocation of Hours have been included for any commissioning assistance. If commissioning assistance is required, a quote based on required hours can be provided at that time. Contractor specific commissioning/CCI assistance is not included.
 - CCI has included **80** hours for commissioning assistance. If commissioning assistance is required over this allocation, we can provide additional pricing.
 - 3rd Party commissioning assistance is not included. Please add **\$xx,xxx.00** if 3rd party commissioning is required.
13. For coordination of the VRF systems, Mechanical contractor shall provide all required documentation that is necessary to correlate VRF units; which shall include controller addresses; and Room Numbers before CCI can proceed with integrating the system.

14. If factory controls are provided by the Equipment Manufacturer (HVAC/Lighting/etc.), Control Concepts assumes the factory provided controls will meet the intent of the contract documents, including the Sequence of Operation. CCI excludes supplemental control components, engineering, commissioning assistance and/or programming required to comply with any deficiencies of factory provided controllers. Before CCI begins the integration process, any factory provided controllers must be programmed, commissioned, addressed; all BACnet points exposed and made available to CCI.
15. Building Information Modeling (BIM)
- Building Information Modeling (BIM) work has been excluded. Coordination and support for the project BIM modeling Team can be added for an additional fee after determining the resources required.
 - Coordination and support for the project BIM modeling Team has been Included.

EXCLUSIONS FROM THIS PROPOSAL (indicated with):

16. Water piping penetrations and taps necessary to install control devices are not included. CCI will coordinate device locations with the Mechanical contractor. Installation of control devices (immersion sensors, flow sensors, flow switches, flow meters, control valves, etc.) by Mechanical contractor.
17. Unless specifically noted, control dampers are not included in CCI's scope of work.
18. Thermostat Rough-In
- Thermostat rough-in, in concrete or block walls or rough-ins requiring a raceway is not included. Thermostat rough-in, in uninsulated sheet rock walls are included.
 - Rough-Ins are not included.
19. Wiring clean-up in the ceiling for open-ceiling areas is not shown to be required, and not included.
20. Lighting control is not included. The contract documents for BAS did not reference that integration was required. The lighting control appears to be provided, installed & commissioned by another Division.
21. Monitoring of Biosafety Cabinets and other Lab Equipment not shown on Mechanical plans or indicated above is not included.
22. Integration/monitoring of elevator system. If requested, CCI can provide a cost proposal.
23. Integration/monitoring of Nurse Call system. If requested, CCI can provide a cost proposal.
24. Integration/monitoring of Fire Alarm System. If requested, CCI can provide a cost proposal.
25. Mechanical indicating devices such as pressure gauges, thermometers, magnehelic gauges and other non-DDC monitored devices are not included.
26. Refrigerant Monitor. This is to be provided and installed by the others.
27. Cyber Security is not included. Unless specifically noted otherwise, any Cyber Security requirements pertaining to DOD Instruction 8500.01/8510.01 (or any other directive, federal or otherwise) are NOT INCLUDED and should be provided by others if required.
28. Patching, painting, and general handyman work associated with this project is not included.
29. All area and duct smoke detectors are to be provided and installed under fire alarm portion of the specifications and are not included in our proposal.
30. Smoke and fire/smoke dampers provided and installed by others.
31. Motor starters, variable frequency drives (VFD's), contactors or disconnects are not included.
32. Davis Bacon wage considerations are NOT included.
33. Performance & Payment bond is NOT included.
34. Standard trap primer valves by others. If requested, CCI can provide a cost proposal.
35. Domestic water metering and gas metering (Utilities). If requested, CCI can provide a cost proposal.
36. Any materials not provided by CCI shall be installed and wired by others.
37. Proof of full SARS-CoV-2/COVID vaccination for Control Concepts workers is not listed as a requirement on the Project. As such, considerations related to worker vaccination have not been included in cost, schedule or staffing requirements for the Project. Should Contractor or Owner require vaccination of workers at a future date, such a vaccination requirement would be a newly added or changed condition of the Subcontract for which equitable adjustment to price and schedule would be required. Further, to the extent that vaccination of workers is required at a future date, Contractor is hereby notified that Subcontractor will take commercially reasonable efforts to comply with the vaccine request and continue to take reasonable COVID precautions, but Subcontractor does not guarantee that all workers required to complete Subcontractor's work on the Project will be vaccinated.

REDAN MS (322-35): INDIVIDUAL BREAKDOWN

1. GUI User Interface.....	\$ 5,200.00
2. Current Transducers in lieu of Current Switches.....	\$ 12,400.00
3. O ³ Room Controller.....	\$ 54,600.00
4. Demo existing room sensor locations.....	\$ 58,200.00
5. Include phase loss notification and door switch.....	\$ 4,000.00
6. CO ₂ to be provided in Media Center, Café & Gymnasium.....	\$ 6,600.00

FAIRINGTON ES (361-35): INDIVIDUAL BREAKDOWN

1. GUI User Interface.....	\$ 5,200.00
2. Current Transducers in lieu of Current Switches.....	\$ 4,400.00
3. O ³ Room Controller.....	\$ 36,200.00
4. Demo existing room sensor locations.....	\$ 30,500.00
5. Include phase loss notification and door switch.....	\$ 4,000.00
6. CO ₂ to be provided in Media Center, Café & Gymnasium.....	\$ 6,600.00

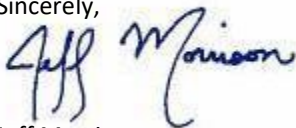
SALEM MS (365-35): INDIVIDUAL BREAKDOWN

1. GUI User Interface.....	\$ 5,200.00
2. Current Transducers in lieu of Current Switches.....	\$ 9,800.00
3. O ³ Room Controller.....	\$ 67,300.00
4. Demo existing room sensor locations.....	\$ 50,100.00
5. Include phase loss notification and door switch.....	\$ 4,000.00
6. CO ₂ to be provided in Media Center, Café & Gymnasium.....	\$ 6,600.00

The above pricing is firm for 30 days.

The attached Terms and Conditions apply to this proposal.

Sincerely,



Jeff Morrison

Sr. Executive Account Director

CONTROL CONCEPTS, LLC.

Email: jmorrison@intreo.com

O:(770) 888-0181

D:(678) 341-2667

C: (770) 527-1732

TERMS AND CONDITIONS OF SALE

Rev. 2.19.20

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by Control Concepts LLC (hereinafter called "Seller"). The Customer, if so requested agrees to furnish Seller with all information including financial statements, necessary to make a proper credit appraisal. Refusal to supply information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status. Prices are subject to correction for error.
2. **PROPOSALS** are based upon straight-time labor. Any request by the Customer for overtime work shall be considered an extra. This proposal expires 30 days after its date, subject to the provisions of the first sentence of the paragraph below entitled "Acceptance of Terms."
3. **PROGRESS PAYMENTS** Seller reserves the right to invoice Customer monthly as the work progresses, for all materials delivered to the job site or to an off-site facility and for all work performed on-site and off-site. Engineering, drafting and other mobilization costs incurred prior to installation shall be included in Seller's initial invoice and be equal to fifteen percent (15%) of the contract price. Invoices are due upon receipt by Customer. If the Customer becomes overdue in any progress payment, Seller shall be entitled to suspend work, shall be entitled to interest at the annual rate of 18% or the maximum permitted by the State of Georgia; and, to avail itself of any other legal remedies. Seller shall also be entitled to interest on all amounts retained by Customer from progress payments or otherwise. Customer agrees that he will pay and/or reimburse Seller for all reasonable attorney's fees which are incurred by Seller in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** Any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the customer only upon agreement to pay Seller adjustment charge.
5. **TAXES** The amount of any future sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated legally to pay, either on its own behalf of the Customer or otherwise, with respect to the material covered by this proposal, shall be added to such prices and paid by the Customer.
6. **LOSS, DAMAGE OR DELAY** Seller shall not be liable for any loss, damage, or delay occasioned by any causes beyond Seller's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.**
7. **WARRANTY** Seller warrants that the services furnished by it and covered by this proposal are free from defects workmanship under normal service and, without charge, equipment found to be so defective in material or workmanship will be repaired or replaced, if written notice of failure is received by Seller within one (1) year after date of installation, provided said equipment has been operated in accordance with Seller's instructions and provided such defects are not due to abuse, fire or decomposition by chemical or galvanic action. **SELLER HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF EQUIPMENT AND PARTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS IN OR WORKMANSHIP IN EQUIPMENT AND PARTS, NOR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER.** Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not manufactured by it.
8. **PURCHASER'S REMEDIES** The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. **IN NO EVENT SHALL SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OF IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES OR DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.**
9. **PATENT INFRINGEMENT** Seller will hold its Customer and the Owner harmless from infringement of any United States patent covering equipment of its manufacture. This, of necessity, is limited to the equipment per se and cannot be extended to applications of such equipment in a system, except in writing by an officer of Seller. The Customer and Owner shall advise Seller immediately in the event any claims of infringement are brought to their attention.
10. **GOVERNING LAW** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia.
11. **CERTIFICATION** The person whose signature appears on the attached hereof hereby certifies that, to his best knowledge and belief, the annexed bid is not the result of any agreement, arrangement or understanding between the Seller and any other manufacturer or seller of automatic temperature control systems and that the prices, terms or conditions thereof have not been communicated by or on behalf of the Seller to any such person and will not be communicated to any such person prior to the official opening of said bid.
12. **ACCEPTANCE OF TERMS** This proposal shall become a binding contract between the Customer and Seller when accepted in writing by the Customer. Such acceptance shall be with mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order.
13. No waiver, alteration, or modification of the terms and conditions on this and the attached hereof shall be binding unless in writing and signed by an authorized representative of Seller.



Fairington ES (23-02)

002 - Carrier Equipment Escalation

Category	Reason	Location	Status
			Ready for Review ●
Create Date	Due Date	Importance	Reference
6/22/2023	6/29/2023		

Notes

Summary	Estimate	Proposed	Approved	Applied
Requested Days 0.00 Budget	0.00	5,226.03	0.00	5,226.03
Approved Days 0.00 Cost	0.00	5,226.03	0.00	5,226.03

Description	Budget Code /Contract	Allocation	Estimate	Proposed	Approved	Applied
001 -	Budget 03.230000.SC.DC	Pend Rev	0.00	5,000.00	0.00	5,000.00
Carrier equipment escalation from bid date and contract date	Cost	Pend Commt	0.00	5,000.00	0.00	5,000.00
003 -	Budget 01.000000.GC.DC	Pend Rev	0.00	58.80	0.00	58.80
Insurance	Cost	Pend Commt	0.00	58.80	0.00	58.80
005 -	Budget 01.010000.BU.DC	Pend Rev	0.00	167.23	0.00	167.23
Payment and Performance Bond	Cost	Pend Commt	0.00	167.23	0.00	167.23



Change Order Proposal

2805 Premiere Parkway
Duluth, GA 30097
Phone: 678-584-0880 Fax: 678-584-1554
Email: mmatia@shumatemech.com

Date:
May 18, 2023

Job Name:	Fairington Elementary School
Shumate CHO #:	1
Shumate Job #:	10035766
G.C. Subcontract #:	

Submitted To:	Construction Works
Attention:	Rico Washington
Description:	Carrier equipment escalation

Detail of Change Order Proposal:

Quantity	Description
1	Cost escalation
1	Warranty (Labor & Material) for 1 year

Price for Changes: **\$5,000**
to be added to current contract amount

Submitted By:	<i>Michael Matia</i>
	Shumate Mechanical

Exclusions:	
Notes:	

Accepted By:	
Date:	

By signing and returning this Change Proposal, you hereby approve Shumate Mechanical, Inc. to proceed with changes at Price submitted above.



Change Order Estimate

2805 Premiere Parkway
Duluth, GA 30097

Phone: 678-584-0880 Fax: 678-584-1554

Email: mmatia@shumatemech.com

Date: 18-May-23

Submitted To: Construction Works
 Attention: Rico Washington
 Job Name: Fairington Elementary School
 Shumate CHO #: 1
 Description: Carrier equipment escalation

Shumate Job #: 10035766
 G.C. Subcontract #:

PER DIEM **NO**

Quantity	Description	Cost Of Labor		TAXABLE Cost Of Material,Equip,Rental		NON-TAXABLE Cost Of Sub,Permit,& Travel	
		Unit	Total	Unit	Total	Unit	Total
1	Cost escalation		\$0.00	\$4,280.00	\$4,280.00		\$0.00
1	Warranty (Labor & Material) for 1 year	\$0.00	\$0.00	\$85.60	\$85.60		\$0.00

Labor Burden Percentage	40%	\$0.00			
Tax	8.00%			\$349.25	
SubTotals		<i>Total Labor</i>	\$0.00	<i>Total Material</i>	\$4,714.85
Total Cost (Labor,Material, and Non-taxable)					\$4,714.85
Overhead Percentage	5%			\$235.74	
Profit Percentage	0%			\$0.00	
Sub Total before Bond				\$4,950.59	
Bond Amount	YES			\$49.51	

TOTAL CHO SALES PRICE..... **\$5,000.10**

Thank-you for your Business !... For "Comfort You Can Count On"...Please call Shumate Mechanical



MINGLEDORFFS INC
 6675 Jones Mill Cr
 Norcross, GA 30092
 (P) (770) 239-2100

Proposal

Project Name: Dekalb County Schools Renovation **Bid Date:** 10/27/2022

Location: Lithonia, GA 30058 **Expiration Date:** 11/27/2022

Proposal Number: 0522KDON0918

We propose to furnish the equipment listed below at prices stated and in accordance with Mingledorff's Inc. standard terms of sale.

Mark For	Qty	Model Number	Description
RTU-1, 2 Redan	2	48FC	WeatherMaker Gas/Electric Rooftop <ul style="list-style-type: none"> • 208-230/3/60 • Low Stainless Gas Heat • 7.5 Tons (08) • Single Cir 2 Stage Cool/Humidi • Dir Drive-EcoBlue-Med Static • Enthalpy Econo w/ Baro Relief • RA + SA Smoke Detector • Al/Cu - Al/Cu - Louvered Hg • Electro-Mechanical Ctl W7220 • Hinged Panels - Pow Conv Outle
RTU-17 Redan	1	48FC	Gas Heat Packaged Rooftop Unit <ul style="list-style-type: none"> • 208-230/3/60 • Medium Stainless Gas Heat • 20 Tons (024)20 Tons (24) • Two-Stage Cooling single circuit with Humidimizer • Hinged Access Panels and Powered Convenience Outlet • "Low Leak EconoMi\$er X, enthalpy economizer, barometric relief and W7220 economizer controller . Vertical & Horizontal Air Flow" • High Static Option - Vertical Models • Condensate Overflow Switch and RA and SA Smoke Detectors • "Round Tube Plate Fin (RTPF) Al/Cu Condenser Coil, Al/Cu Evaporator Coil with Louvered Hail Guard" • Electro-Mechanical Ctl W7220
RTU-3, 15, 16 Redan	3	48FC	WeatherMaker Gas/Electric Rooftop <ul style="list-style-type: none"> • 208-230/3/60 • Medium Stainless Gas Heat • 15 Tons (16) • Single Cir 2 Stage Cool/Humidi • Dir Drive-EcoBlue-Med Static • Enthalpy Econo w/ Baro Relief • Condensate Overflow Switch and RA and SA Smoke Detectors • Al/Cu - Al/Cu - Louvered Hg • Electro-Mechanical Ctl W7220 • Hinged Panels - Pow Conv Outle
RTU-6, 7, 9, 12 Redan	4	48GC	WeatherMaster Gas/Electric Rooftop <ul style="list-style-type: none"> • Two-Stage Cooling/Humidimizer • 208-230/3/60 • 5 Tons (06) • Medium Stainless Gas Heat • Dir Drive-EcoBlue - Std Static • Enthalpy Econo w/ Baro Relief • Al/Cu - Al/Cu - Louvered Hg • Electro-Mechanical Ctl W7220

			<ul style="list-style-type: none"> Hinged Panels - Pow Conv Outle
RTU-8, 13, 14 Redan	3	48FC	WeatherMaker Gas/Electric Rooftop <ul style="list-style-type: none"> 208-230/3/60 Low Stainless Gas Heat 6 Tons (07) Single circuit, two stage cooling, Humidi-MiZer® Dir Drive-EcoBlue-Med Static Enthalpy Econo w/ Baro Relief Condensate Overflow Switch and RA and SA Smoke Detectors Al/Cu - Al/Cu - Louvered Hg Electro-Mechanical Ctl W7220 Hinged Panels - Pow Conv Outle
RTU-4 Redan	1	48A	Gas Heat Packaged Rooftop Unit <ul style="list-style-type: none"> CV/SAV Vertical With GreenSpeed Intelligence "Low Heat, Staged Control, Stainless Steel Gas Heat Exchanger, Humidi-MiZer® System" 35 Tons 208/230-3-60 EconoMi\$er Microchannel Heat Exchanger (MCHX) Condenser and Al/Cu Evaporator Galvanized Drain Pan 2-inch Filter Track Line Voltage Terminal Block No Exhaust 15 HP Supply fan motor without Variable Frequency Drive (VFD) without VFD Bypass Return Air CO2 Sensor and Return Air Smoke Detector 115v Convenience Outlet: Factory Wired Standard Ambient
	1	CRHAILGD006A00	Hail Guard
	2	CRHUMDSN001B00	Outdoor or Return Air RH Senso
GPS Redan	18	GPS-FC3T-BAS	GPS Ionization Unit
Curbs Redan	18	CURBS	14" Tall, Flat, Insulated Curbs
DSS-1 Redan	1	38MARBQ18AA3	DLS 18K 230V HP CDU
		40MBCQ18---3	DLS 18K HP IDU CASSETTE
		40MBCQ01XXX3	DLS HP GRILLE CASSETTE
		KSACN0701AAA	DLS WIRED REMOTE CONTROLLER 7 DAY PROG
DSS-1 Salem	1	38MARBQ12AA3	DLS 12K 230V HP CDU
		40MBCQ12---3	DLS 12K HP IDU CASSETTE
		40MBCQ01XXX3	DLS HP GRILLE CASSETTE
		KSACN0701AAA	DLS WIRED REMOTE CONTROLLER 7 DAY PROG
DSS-2 Salem	1	38MBRBQ36AA3	DLS 36K 230V HP CDU
		40MBCQ36---3	DLS 36K HP IDU CASSETTE
		40MBCQ02XXX3	DLS HP GRILLE CASSETTE
		KSACN0701AAA	DLS WIRED REMOTE CONTROLLER 7 DAY PROG
WSHP-50PCH009 Salem	2	50PCH009	Packaged Water Source Heat Pump <ul style="list-style-type: none"> Horizontal Configuration 3/4 Ton 208/230-1-60 Copper Coaxial Coil Waterside Economizer Cell Foam Const. Torque ECM Deluxe D Control Package
	2	50RHVD006-019-LU1	1st Yr Labr Allow on comp unit
WSHP-50PCH036 Salem	23	50PCH036	Packaged Water Source Heat Pump <ul style="list-style-type: none"> Horizontal Configuration 3 Tons' 208/230-1-60 Copper Coaxial Coil Waterside Economizer Cell Foam Const. Torque ECM Deluxe D Control Package

	23	50RHVD024-042-LU1	1st Yr Labr Allow - CU-24-42
WSHP-50PCH048 Salem	3	50PCH048	Packaged Water Source Heat Pump <ul style="list-style-type: none"> • Horizontal Configuration • 4 Tons • 208/230-1-60 • Copper Coaxial Coil • Waterside Economizer • Cell Foam • Const. Torque ECM • Deluxe D Control Package
	3	50RHVD048-070-LU1	1st Yr Labr Allow - CU-48-70
WSHP-50PCH024 Salem	4	50PCH024	Packaged Water Source Heat Pump <ul style="list-style-type: none"> • Horizontal Configuration • 2 Tons • 208/230-1-60 • Copper Coaxial Coil • Waterside Economizer • Cell Foam • Const. Torque ECM • Deluxe D Control Package
	4	50RHVD024-042-LU1	1st Yr Labr Allow - CU-24-42
WSHP-50PCH012 Salem	1	50PCH012	Packaged Water Source Heat Pump <ul style="list-style-type: none"> • Horizontal Configuration • 1 Ton • 208/230-1-60 • Copper Coaxial Coil • Waterside Economizer • Cell Foam • Const. Torque ECM • Deluxe D Control Package
	1	50RHVD006-019-LU1	1st Yr Labr Allow on comp unit
WSHP-50PCH015 Salem	6	50PCH015	Packaged Water Source Heat Pump <ul style="list-style-type: none"> • Horizontal Configuration • 1 1/4 Tons • 208/230-1-60 • Copper Coaxial Coil • Waterside Economizer • Cell Foam • Const. Torque ECM • Deluxe D Control Package
	6	50RHVD006-019-LU1	1st Yr Labr Allow on comp unit
WSHP-50PCH030 Salem	19	50PCH030	Packaged Water Source Heat Pump <ul style="list-style-type: none"> • Horizontal Configuration • 2.5 Tons • 208/230-1-60 • Copper Coaxial Coil • Waterside Economizer • Cell Foam • Const. Torque ECM • Deluxe D Control Package
	19	50RHVD024-042-LU1	1st Yr Labr Allow - CU-24-42
RTU-1 Salem	1	48FC	WeatherMaker Gas/Electric Rooftop <ul style="list-style-type: none"> • 208-230/3/60 • High Stainless Gas Heat • 12.5 Tons12.5 Tons (14) • Single Cir 2 Stage Cool/Humidi • Dir Drive-EcoBlue-High Static • Enthalpy Econo w/ Baro Relief • Condensate Overflow Switch and RA and SA Smoke Detectors • Al/Cu - Al/Cu - Louvered Hg • Electro-Mechanical Ctl W7220 • Hinged Panel - UnPow Conv Outl
		33CS2PPRH-03	Edge Pro two-stage programmable with hum
RTU-7 Salem	1	48GC	WeatherMaster Gas/Electric Rooftop

			<ul style="list-style-type: none"> • Two-Stage Cooling/Humidimizer • 208-230/3/60 • 3 Tons (04) • Medium Stainless Gas Heat • Dir Drive-EcoBlue - Std Static • Enthalpy Econo w/ Baro Relief • Al/Cu - Al/Cu - Louvered Hg • Electro-Mechanical Ctl W7220 • Hinged Panels - Pow Conv Outle
RTU-8	1 1	48FC	WeatherMaker Gas/Electric Rooftop <ul style="list-style-type: none"> • 208-230/3/60 • High Stainless Gas Heat • 15 Tons (16) • Single Cir 2 Stage Cool/Humidi • Dir Drive-EcoBlue-Med Static • Enthalpy Econo w/ Baro Relief • Condensate Overflow Switch and RA and SA Smoke Detectors • Al/Cu - Al/Cu - Louvered Hg • Electro-Mechanical Ctl W7220 • Hinged Panels - Pow Conv Outlet
Curbs Salem	3	CURBS	14" Tall, Flat, Insulated Curbs
GPS Salem	3	GPS-FC3T-BAS	GPS Ionization Units
HP-1 Salem	1	25HCE418AP03	14S COMFORT SERIES HP 1.5 TON
		FB4CNP018L00	FAN COIL ALUM 1.5T
		KFCEH0401N03	3KW,ELECT HTR,NON-FUSED,1-PH
RTU-1, 2 Farrington	2	48FC	WeatherMaker Gas/Electric Rooftop <ul style="list-style-type: none"> • 208-230/3/60 • Medium Stainless Gas Heat • 10 Tons10 Tons (12) • Single Cir 2 Stage Cool/Humidi • Dir Drive-EcoBlue-High Static • Enthalpy Econo w/ Baro Relief • Condensate Overflow Switch and RA and SA Smoke Detectors • Al/Cu - Al/Cu - Louvered Hg • Electro-Mechanical Ctl W7220 • Hinged Panels - Pow Conv Outle
RTU-3 Fairington	1	48GC	WeatherMaster Gas/Electric Rooftop <ul style="list-style-type: none"> • Two-Stage Cooling/Humidimizer • 208-230/3/60 • 5 Tons (06) • Medium Stainless Gas Heat • Dir Drive-EcoBlue - Med Static • Enthalpy Econo w/ Baro Relief • Al/Cu - Al/Cu - Louvered Hg • Electro-Mechanical Ctl W7220 • Hinged Panels - Pow Conv Outle
RTU-4 Farington	1	48FC	WeatherMaker Gas/Electric Rooftop <ul style="list-style-type: none"> • 208-230/3/60 • Medium Stainless Gas Heat • 7.5 Tons (08) • Single Cir 2 Stage Cool/Humidi • Dir Drive-EcoBlue-Med Static • Enthalpy Econo w/ Baro Relief • Condensate Overflow Switch and RA and SA Smoke Detectors • Al/Cu - Al/Cu - Louvered Hg • Electro-Mechanical Ctl W7220 • Hinged Panels - Pow Conv Outle
GPS Fairington	4	GPS-FC3T-BAS	GPS Ionization Units
Curbs Fairington	4	CURBS	14" Tall, Flat, Insulated Curbs
DSS-1-4 Fairington	4	38MARBQ12AA3	DLS 12K 230V HP CDU
		40MBCQ12---3	DLS 12K HP IDU CASSETTE
		40MBCQ01XXX3	DLS HP GRILLE CASSETTE
		KSACN0701AAA	DLS WIRED REMOTE CONTROLLER 7 DAY PROG

Pricing

Total Price for Redan School (excluding taxes)	\$274,890.00
Total Price for Salem School (excluding taxes).....	\$252,320.00
Total Price for Fairington School (excluding taxes).....	\$70,635.00

Please note the following clarifications in this proposal:

Due to the current volatility of raw material and supply costs, pricing is only valid for 30 days from the date of this Proposal. Mingledorff's must receive a written purchase order within 30 days of the Proposal date along with a release for immediate fabrication within 30 days of the purchase order date. If a purchase order is issued outside of 30 days from the Proposal date or the release for immediate fabrication is given outside of 30 days from the purchase order date, Mingledorff's reserves the right to review and adjust the pricing as necessary.

QUOTATION NOTES:

Any item listed separately in the proposal will ship separately and require installation in the field by the contractor.

Drawings and specifications used for pricing were dated: 02/14/2022

- 1. External vibration isolation is not provided by Mingledorff's***
- 2. Refrigerant line sets and refrigerant specialties, unless noted, are not provided by Mingledorff's***
- 3. Floor stands and/or plenums are not provided by Mingledorff's***
- 4. Secondary drain pans/condensate accessories are not provided by Mingledorff's***
- 5. Controls and/or thermostats are not provided by Mingledorff's***
- 6. Extra filters and extra belts/sheaves are not provided by Mingledorff's***
- 7. Receiving, rigging, and offloading to be by the contractor.***

ITEMS NOT INCLUDED UNLESS SPECIFIED OTHERWISE:

- Start-up or Commissioning
- Controls
- Starters or Disconnects
- Labor Warranty
- Valves
- Extra Filters
- Refrigerant Specialties

Thank you for the opportunity to provide you with this pricing. If you require any further assistance, please feel free to contact me.

MINGLEDORFFS INC

Terms and Conditions

1. Above prices are firm and will remain in effect for 30 days only from the date of this Proposal.
2. Payment terms are 30 days from invoice date, 1% discount if paid within 10 days of the invoice date.
3. Freight is FOB Seller's designated facility – freight prepaid and allowed to the first destination in the continental USA.
4. All accessories are field installed unless otherwise noted.
5. No taxes, permits, start-up, and or service are included in above Proposal unless otherwise noted.
6. This Proposal does not include base isolators, ductwork, insulation, economizers, curbs, valves, starters, controls, disconnects, electrical wiring, conduit, rigging, storage or any other accessories **not specifically** listed above. **Start-up services:** Start-up service can be provided at an additional cost. When purchased, start-up service will be provided during normal working hours and does not include installation, refrigerant specialties (unless otherwise noted in this proposal), refrigerant or system charging, programming or commissioning.
7. Seller shall have the right to deliver any portion of the Goods included in this Proposal. Customer agrees to pay for the same in accordance with the terms of payment in this Proposal notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery.
8. Compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Goods is the sole responsibility of Customer. Customer agrees to use and install all equipment in accordance with all local, state and federal requirements, including without limitation, all applicable Regional Efficiency Standards.
9. Seller rejects and is not liable for any flow down requirements from the owner or any higher tier contractor unless specifically agreed to in writing by Seller. Seller specifically rejects any liquidated damages.
10. Any work or material furnished at Seller's expense must be authorized in writing by Seller in advance. Customer will receive an account credit for the price of approved work upon its completion. Deductions from Seller's invoices or back charges for unauthorized work or materials will not be accepted.
11. Seller makes absolutely no guarantee or warranties beyond that of the manufacturer of the Goods supplied. See Terms of Sale (defined below) for more details.
12. Voltage must be verified by the contractor or Customer prior to processing an order.
13. Customer agrees to protect the confidentiality of the information contained herein by not disclosing such information to a third party unless agreed to in writing by all parties concerned.
14. Sale of all Goods set forth in this Proposal or otherwise purchased from Seller is expressly limited to Mingleorff's, Inc.'s then current Terms and Conditions of Sale Pertaining to HVAC and Plumbing Equipment and Related Parts (the "Terms of Sale") and all terms and conditions set forth in this Proposal (collectively, the "Terms"). By placing an order with Seller or making payment for the Goods, Customer agrees that the Terms will exclusively govern each purchase. Without the written consent of an authorized representative of Seller, no additional or different terms proposed by Customer in any purchase order or other acknowledgement will be effective to modify the Terms. The Terms of Sale can be found at www.mingleorffs.com/terms-and-conditions or made available to you upon request. In the event any provision of this document conflicts with a provision of the Terms of Sale, the provisions of this document shall control.



MINGLEDORFFS INC
 6675 Jones Mill Cr
 Norcross, GA 30092
 (P) (770) 239-2100

Proposal

Project Name: Dekalb County Schools Renovation **Bid Date:** 03/24/2023

Location: Lithonia, GA 30058 **Expiration Date:** 05/31/2023

Proposal Number: 0522KDON0918

We propose to furnish the equipment listed below at prices stated and in accordance with Mingledorff's Inc. standard terms of sale.

Mark For	Qty	Model Number	Description
RTU-1, 2 Redan	2	48FC	WeatherMaker Gas/Electric Rooftop <ul style="list-style-type: none"> • 208-230/3/60 • Low Stainless Gas Heat • 7.5 Tons (08) • Single Cir 2 Stage Cool/Humidi • Dir Drive-EcoBlue-Med Static • Enthalpy Econo w/ Baro Relief • RA + SA Smoke Detector • Al/Cu - Al/Cu - Louvered Hg • Electro-Mechanical Ctl W7220 • Hinged Panels - Pow Conv Outle
RTU-17 Redan	1	48FC	Gas Heat Packaged Rooftop Unit <ul style="list-style-type: none"> • 208-230/3/60 • Medium Stainless Gas Heat • 20 Tons (024)20 Tons (24) • Two-Stage Cooling single circuit with Humidimizer • Hinged Access Panels and Powered Convenience Outlet • "Low Leak EconoMi\$er X, enthalpy economizer, barometric relief and W7220 economizer controller . Vertical & Horizontal Air Flow" • High Static Option - Vertical Models • Condensate Overflow Switch and RA and SA Smoke Detectors • "Round Tube Plate Fin (RTPF) Al/Cu Condenser Coil, Al/Cu Evaporator Coil with Louvered Hail Guard" • Electro-Mechanical Ctl W7220
RTU-3, 15, 16 Redan	3	48FC	WeatherMaker Gas/Electric Rooftop <ul style="list-style-type: none"> • 208-230/3/60 • Medium Stainless Gas Heat • 15 Tons (16) • Single Cir 2 Stage Cool/Humidi • Dir Drive-EcoBlue-Med Static • Enthalpy Econo w/ Baro Relief • Condensate Overflow Switch and RA and SA Smoke Detectors • Al/Cu - Al/Cu - Louvered Hg • Electro-Mechanical Ctl W7220 • Hinged Panels - Pow Conv Outle
RTU-6, 7, 9, 12 Redan	4	48GC	WeatherMaster Gas/Electric Rooftop <ul style="list-style-type: none"> • Two-Stage Cooling/Humidimizer • 208-230/3/60 • 5 Tons (06) • Medium Stainless Gas Heat • Dir Drive-EcoBlue - Std Static • Enthalpy Econo w/ Baro Relief • Al/Cu - Al/Cu - Louvered Hg • Electro-Mechanical Ctl W7220

			<ul style="list-style-type: none"> Hinged Panels - Pow Conv Outle
RTU-8, 13, 14 Redan	3	48FC	WeatherMaker Gas/Electric Rooftop <ul style="list-style-type: none"> 208-230/3/60 Low Stainless Gas Heat 6 Tons (07) Single circuit, two stage cooling, Humidi-MiZer® Dir Drive-EcoBlue-Med Static Enthalpy Econo w/ Baro Relief Condensate Overflow Switch and RA and SA Smoke Detectors Al/Cu - Al/Cu - Louvered Hg Electro-Mechanical Ctl W7220 Hinged Panels - Pow Conv Outle
RTU-4 Redan	1	48A	Gas Heat Packaged Rooftop Unit <ul style="list-style-type: none"> CV/SAV Vertical With GreenSpeed Intelligence "Low Heat, Staged Control, Stainless Steel Gas Heat Exchanger, Humidi-MiZer® System" 35 Tons 208/230-3-60 EconoMi\$er Microchannel Heat Exchanger (MCHX) Condenser and Al/Cu Evaporator Galvanized Drain Pan 2-inch Filter Track Line Voltage Terminal Block No Exhaust 15 HP Supply fan motor without Variable Frequency Drive (VFD) without VFD Bypass Return Air CO2 Sensor and Return Air Smoke Detector 115v Convenience Outlet: Factory Wired Standard Ambient
	1	CRHAILGD006A00	Hail Guard
	2	CRHUMDSN001B00	Outdoor or Return Air RH Senso
GPS Redan	18	GPS-FC3T-BAS	GPS Ionization Unit
Curbs Redan	18	CURBS	14" Tall, Flat, Insulated Curbs
DSS-1 Redan	1	38MARBQ18AA3	DLS 18K 230V HP CDU
		40MBCQ18---3	DLS 18K HP IDU CASSETTE
		40MBCQ01XXX3	DLS HP GRILLE CASSETTE
		KSACN0701AAA	DLS WIRED REMOTE CONTROLLER 7 DAY PROG
DSS-1 Salem	1	38MARBQ12AA3	DLS 12K 230V HP CDU
		40MBCQ12---3	DLS 12K HP IDU CASSETTE
		40MBCQ01XXX3	DLS HP GRILLE CASSETTE
		KSACN0701AAA	DLS WIRED REMOTE CONTROLLER 7 DAY PROG
DSS-2 Salem	1	38MBRBQ36AA3	DLS 36K 230V HP CDU
		40MBCQ36---3	DLS 36K HP IDU CASSETTE
		40MBCQ02XXX3	DLS HP GRILLE CASSETTE
		KSACN0701AAA	DLS WIRED REMOTE CONTROLLER 7 DAY PROG
WSHP-50PCH009 Salem	2	50PCH009	Packaged Water Source Heat Pump <ul style="list-style-type: none"> Horizontal Configuration 3/4 Ton 208/230-1-60 Copper Coaxial Coil Waterside Economizer Cell Foam Const. Torque ECM Deluxe D Control Package
	2	50RHVD006-019-LU1	1st Yr Labr Allow on comp unit
WSHP-50PCH036 Salem	23	50PCH036	Packaged Water Source Heat Pump <ul style="list-style-type: none"> Horizontal Configuration 3 Tons' 208/230-1-60 Copper Coaxial Coil Waterside Economizer Cell Foam Const. Torque ECM Deluxe D Control Package

	23	50RHVD024-042-LU1	1st Yr Labr Allow - CU-24-42
WSHP-50PCH048 Salem	3	50PCH048	Packaged Water Source Heat Pump <ul style="list-style-type: none"> • Horizontal Configuration • 4 Tons • 208/230-1-60 • Copper Coaxial Coil • Waterside Economizer • Cell Foam • Const. Torque ECM • Deluxe D Control Package
	3	50RHVD048-070-LU1	1st Yr Labr Allow - CU-48-70
WSHP-50PCH024 Salem	4	50PCH024	Packaged Water Source Heat Pump <ul style="list-style-type: none"> • Horizontal Configuration • 2 Tons • 208/230-1-60 • Copper Coaxial Coil • Waterside Economizer • Cell Foam • Const. Torque ECM • Deluxe D Control Package
	4	50RHVD024-042-LU1	1st Yr Labr Allow - CU-24-42
WSHP-50PCH012 Salem	1	50PCH012	Packaged Water Source Heat Pump <ul style="list-style-type: none"> • Horizontal Configuration • 1 Ton • 208/230-1-60 • Copper Coaxial Coil • Waterside Economizer • Cell Foam • Const. Torque ECM • Deluxe D Control Package
	1	50RHVD006-019-LU1	1st Yr Labr Allow on comp unit
WSHP-50PCH015 Salem	6	50PCH015	Packaged Water Source Heat Pump <ul style="list-style-type: none"> • Horizontal Configuration • 1 1/4 Tons • 208/230-1-60 • Copper Coaxial Coil • Waterside Economizer • Cell Foam • Const. Torque ECM • Deluxe D Control Package
	6	50RHVD006-019-LU1	1st Yr Labr Allow on comp unit
WSHP-50PCH030 Salem	19	50PCH030	Packaged Water Source Heat Pump <ul style="list-style-type: none"> • Horizontal Configuration • 2.5 Tons • 208/230-1-60 • Copper Coaxial Coil • Waterside Economizer • Cell Foam • Const. Torque ECM • Deluxe D Control Package
	19	50RHVD024-042-LU1	1st Yr Labr Allow - CU-24-42
RTU-1 Salem	1	48FC	WeatherMaker Gas/Electric Rooftop <ul style="list-style-type: none"> • 208-230/3/60 • High Stainless Gas Heat • 12.5 Tons12.5 Tons (14) • Single Cir 2 Stage Cool/Humidi • Dir Drive-EcoBlue-High Static • Enthalpy Econo w/ Baro Relief • Condensate Overflow Switch and RA and SA Smoke Detectors • Al/Cu - Al/Cu - Louvered Hg • Electro-Mechanical Ctl W7220 • Hinged Panel - UnPow Conv Outl
		33CS2PPRH-03	Edge Pro two-stage programmable with hum
RTU-7 Salem	1	48GC	WeatherMaster Gas/Electric Rooftop

			<ul style="list-style-type: none"> • Two-Stage Cooling/Humidimizer • 208-230/3/60 • 3 Tons (04) • Medium Stainless Gas Heat • Dir Drive-EcoBlue - Std Static • Enthalpy Econo w/ Baro Relief • Al/Cu - Al/Cu - Louvered Hg • Electro-Mechanical Ctl W7220 • Hinged Panels - Pow Conv Outle
RTU-8	1 1	48FC	WeatherMaker Gas/Electric Rooftop <ul style="list-style-type: none"> • 208-230/3/60 • High Stainless Gas Heat • 15 Tons (16) • Single Cir 2 Stage Cool/Humidi • Dir Drive-EcoBlue-Med Static • Enthalpy Econo w/ Baro Relief • Condensate Overflow Switch and RA and SA Smoke Detectors • Al/Cu - Al/Cu - Louvered Hg • Electro-Mechanical Ctl W7220 • Hinged Panels - Pow Conv Outlet
Curbs Salem	3	CURBS	14" Tall, Flat, Insulated Curbs
GPS Salem	3	GPS-FC3T-BAS	GPS Ionization Units
HP-1 Salem	1	25HCE418AP03	14S COMFORT SERIES HP 1.5 TON
		FB4CNP018L00	FAN COIL ALUM 1.5T
		KFCEH0401N03	3KW,ELECT HTR,NON-FUSED,1-PH
RTU-1, 2 Farrington	2	48FC	WeatherMaker Gas/Electric Rooftop <ul style="list-style-type: none"> • 208-230/3/60 • Medium Stainless Gas Heat • 10 Tons10 Tons (12) • Single Cir 2 Stage Cool/Humidi • Dir Drive-EcoBlue-High Static • Enthalpy Econo w/ Baro Relief • Condensate Overflow Switch and RA and SA Smoke Detectors • Al/Cu - Al/Cu - Louvered Hg • Electro-Mechanical Ctl W7220 • Hinged Panels - Pow Conv Outle
RTU-3 Fairington	1	48GC	WeatherMaster Gas/Electric Rooftop <ul style="list-style-type: none"> • Two-Stage Cooling/Humidimizer • 208-230/3/60 • 5 Tons (06) • Medium Stainless Gas Heat • Dir Drive-EcoBlue - Med Static • Enthalpy Econo w/ Baro Relief • Al/Cu - Al/Cu - Louvered Hg • Electro-Mechanical Ctl W7220 • Hinged Panels - Pow Conv Outle
RTU-4 Farington	1	48FC	WeatherMaker Gas/Electric Rooftop <ul style="list-style-type: none"> • 208-230/3/60 • Medium Stainless Gas Heat • 7.5 Tons (08) • Single Cir 2 Stage Cool/Humidi • Dir Drive-EcoBlue-Med Static • Enthalpy Econo w/ Baro Relief • Condensate Overflow Switch and RA and SA Smoke Detectors • Al/Cu - Al/Cu - Louvered Hg • Electro-Mechanical Ctl W7220 • Hinged Panels - Pow Conv Outle
GPS Fairington	4	GPS-FC3T-BAS	GPS Ionization Units
Curbs Fairington	4	CURBS	14" Tall, Flat, Insulated Curbs
DSS-1-4 Fairington	4	38MARBQ12AA3	DLS 12K 230V HP CDU
		40MBCQ12---3	DLS 12K HP IDU CASSETTE
		40MBCQ01XXX3	DLS HP GRILLE CASSETTE
		KSACN0701AAA	DLS WIRED REMOTE CONTROLLER 7 DAY PROG

Pricing

Total Price for Redan School (excluding taxes)	\$305,835.00
Total Price for Salem School (excluding taxes).....	\$282,670.00
Total Price for Fairington School (excluding taxes).....	\$74,915.00

Please note the following clarifications in this proposal:

Due to the current volatility of raw material and supply costs, pricing is only valid for 30 days from the date of this Proposal. Mingledorff's must receive a written purchase order within 30 days of the Proposal date along with a release for immediate fabrication within 30 days of the purchase order date. If a purchase order is issued outside of 30 days from the Proposal date or the release for immediate fabrication is given outside of 30 days from the purchase order date, Mingledorff's reserves the right to review and adjust the pricing as necessary.

QUOTATION NOTES:

Any item listed separately in the proposal will ship separately and require installation in the field by the contractor.

Drawings and specifications used for pricing were dated: 02/14/2022

- 1. External vibration isolation is not provided by Mingledorff's**
- 2. Refrigerant line sets and refrigerant specialties, unless noted, are not provided by Mingledorff's**
- 3. Floor stands and/or plenums are not provided by Mingledorff's**
- 4. Secondary drain pans/condensate accessories are not provided by Mingledorff's**
- 5. Controls and/or thermostats are not provided by Mingledorff's**
- 6. Extra filters and extra belts/sheaves are not provided by Mingledorff's**
- 7. Receiving, rigging, and offloading to be by the contractor.**

ITEMS NOT INCLUDED UNLESS SPECIFIED OTHERWISE:

- Start-up or Commissioning
- Controls
- Starters or Disconnects
- Labor Warranty
- Valves
- Extra Filters
- Refrigerant Specialties

Thank you for the opportunity to provide you with this pricing. If you require any further assistance, please feel free to contact me.

MINGLEDORFFS INC

Terms and Conditions

1. Above prices are firm and will remain in effect for 30 days only from the date of this Proposal.
2. Payment terms are 30 days from invoice date, 1% discount if paid within 10 days of the invoice date.
3. Freight is FOB Seller's designated facility – freight prepaid and allowed to the first destination in the continental USA.
4. All accessories are field installed unless otherwise noted.
5. No taxes, permits, start-up, and or service are included in above Proposal unless otherwise noted.
6. This Proposal does not include base isolators, ductwork, insulation, economizers, curbs, valves, starters, controls, disconnects, electrical wiring, conduit, rigging, storage or any other accessories **not specifically** listed above. **Start-up services:** Start-up service can be provided at an additional cost. When purchased, start-up service will be provided during normal working hours and does not include installation, refrigerant specialties (unless otherwise noted in this proposal), refrigerant or system charging, programming or commissioning.
7. Seller shall have the right to deliver any portion of the Goods included in this Proposal. Customer agrees to pay for the same in accordance with the terms of payment in this Proposal notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery.
8. Compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Goods is the sole responsibility of Customer. Customer agrees to use and install all equipment in accordance with all local, state and federal requirements, including without limitation, all applicable Regional Efficiency Standards.
9. Seller rejects and is not liable for any flow down requirements from the owner or any higher tier contractor unless specifically agreed to in writing by Seller. Seller specifically rejects any liquidated damages.
10. Any work or material furnished at Seller's expense must be authorized in writing by Seller in advance. Customer will receive an account credit for the price of approved work upon its completion. Deductions from Seller's invoices or back charges for unauthorized work or materials will not be accepted.
11. Seller makes absolutely no guarantee or warranties beyond that of the manufacturer of the Goods supplied. See Terms of Sale (defined below) for more details.
12. Voltage must be verified by the contractor or Customer prior to processing an order.
13. Customer agrees to protect the confidentiality of the information contained herein by not disclosing such information to a third party unless agreed to in writing by all parties concerned.
14. Sale of all Goods set forth in this Proposal or otherwise purchased from Seller is expressly limited to MingleDorff's, Inc.'s then current Terms and Conditions of Sale Pertaining to HVAC and Plumbing Equipment and Related Parts (the "Terms of Sale") and all terms and conditions set forth in this Proposal (collectively, the "Terms"). By placing an order with Seller or making payment for the Goods, Customer agrees that the Terms will exclusively govern each purchase. Without the written consent of an authorized representative of Seller, no additional or different terms proposed by Customer in any purchase order or other acknowledgement will be effective to modify the Terms. The Terms of Sale can be found at www.mingledorffs.com/terms-and-conditions or made available to you upon request. In the event any provision of this document conflicts with a provision of the Terms of Sale, the provisions of this document shall control.