

# 5 SEASONS MECHANICAL

Office Phone 770-727-5000 – Office Fax 770-837-3476 - Sales@5-sm.com

DATE: 01-02-2025

Michael Burdette	QUOTE: 2024-128
Dekalb County School District	SITE ADDRESS:
1701 Mountain Industrial Boulevard	MLK HS
Stone Mountain, GA, 30083	3991 Snapfinger Rd
	Stonecrest, GA, 30038

We propose to furnish material and labor, complete in accordance with specifications below for the sum of  
**\$1,575, 268.62**

**Scope of Work:**

- Install new Daikin VRV System – One (14) Daikin VRV Emerion Heat Recovery Systems nine (60) Daikin VRV Indoor Fan Coil Units

**Amendments & Special provisions:**

- Install system to tie into existing electrical, duct work and drains, Daikin intelligent touch manager (ITM- Centralized Controller)
- BACnet® Server Gateway option for BMS integration
- Web accessibility – email alert functions
- Wired navigation remote controllers (Local Thermostat)

**Any Code Upgrades or Wind Load Calculations Are Excluded**

**TOTAL BID: \$1,575, 268.62**

Payment to be made as follows: **NET 30 DAYS UPON COMPLETRION**

**Acceptance of Proposal** This proposal may be withdrawn if not accepted by 1/18/2025

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

***Robert Maro***

Sr. Account Manger

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name Michael Burdette (Dept-Plant Services)

**5 SEASONS STANDARD TERMS, CONDITIONS AND EXCLUSIONS ARE PART OF THIS PROPOSAL.**

Customer Initial {{Contact Initials}}

**UNLESS SPECIFICALLY INDICATED ELSEWHERE, THIS PROPOSAL IS SUBJECT TO THE FOLLOWING**

**TERMS & CONDITIONS:**

1. Terms of payment are Net 10 days. Late charges may be assessed at 1.5% per month on past due balances. Applicable taxes are not included. Should payments be received after 60 days, then 5 Seasons may stop all work under this Proposal and/or cancel the Proposal, and the entire price shall become due and payable.
2. 5 Seasons is not responsible for loss or damage caused by unavailability of equipment, components or material for whatever reasons, including forces of nature, inaccessibility to premises, negligence by Customer or others, inadequate system design, vandalism or other causes beyond 5 Seasons' control.
3. Both parties shall seek to avoid litigation. However, in the event that any legal actions are required to be taken by either party relating to this Proposal, it is agreed that such legal actions shall be commenced within one year, or earlier as may be provided by law, from the date in which the cause of action occurred and that the successful party in such legal action shall be awarded reasonable attorneys' fees, litigation or arbitration costs, and collection costs. Any and all legal action shall be filed within the county wherein the work was performed.
4. It is the customer's obligation to inform 5 Seasons of the existence of any hazardous material that may exist at the jobsite. In accordance with OSHA's Hazard Communication Standard Regulations, Customer shall provide 5 Seasons all relevant Material Safety Data Sheets (MSDS).
5. 5 Seasons' responsibility under this Proposal excludes the identification, removal or abatement of asbestos, mold, mildew or other hazardous substances. In the event such products or substances are encountered, 5 Seasons' obligation shall be limited to informing Customer of the possible existence of such materials. In the event that hazardous substances are encountered, all work shall immediately cease and shall not again commence until written documentation that abatement has been performed is provided to 5 Seasons.
6. 5 Seasons and Customer agree that the occurrence of any of the following conditions which, without limitation, might render performance by 5 Seasons impractical, such as, but not limited to: strikes, fires, war, inclement weather, late or non-delivery by suppliers of 5 Seasons and all other contingencies beyond the reasonable control of 5 Seasons. Under no circumstances shall 5 Seasons be liable for any special or consequential damages whether based upon lost goodwill lost resale profits, work stoppage, impairment of other goods or negligence otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, (unless such negligence is directly caused by 5 Seasons) except only in the case of personal injury where applicable by law requires such liability. But in no event shall 5 Seasons liability exceed the purchase price paid under this Proposal.
7. The Customer shall pay 5 Seasons, in addition to the price of this Proposal, the amount of all present and future taxes or any other government charges now or hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this Proposal relates, exclusive of ordinary personal property taxes assessed against 5 Seasons.
8. It is agreed that the Customer shall assume responsibility and pay extra for all services and material required due to electrical power failure, low voltage, burned out main or branch fuses, low water pressure, corrosion, or lightning strikes, and any and all items listed in the EXCLUSIONS section of this Proposal.
9. Customer is responsible for the cost of any additional items of equipment or performance of any safety test or correction in design as recommended or required by insurance companies, state, municipality, or other governmental authorities.
10. Only the materials specifically listed in the service details section of this Proposal are included as a part of the Proposal. All other materials and/or equipment replacement are to be paid for by the Customer, in addition to this Proposal, if the Customer so requests or authorizes such work to be performed by 5 Seasons.
11. All work covered under this Proposal shall be performed during normal working hours, 8:00 am to 4:30 pm Monday through Friday, excluding legal holidays.
12. Fire or alarm inspections or testing for permitting or inspection purposes, is not included in any quote or proposal, unless specifically noted therein.
13. Any additional work, not specifically stated elsewhere in this Proposal, shall only be performed upon authorization of Customer prior to proceeding with the work. Customer's oral or written authorization will be mutually acceptable.
14. All additional work, unless a quoted price is agreed to prior to commencement of the work, shall be performed on a time and material basis. Signature of Customer's building maintenance personnel or other employee on 5 Seasons Work Order/service ticket shall constitute acceptance and authorization for payment of the work covered by that form.
15. 5 Seasons reserves the right to discontinue this Proposal at any time, without notice, in the event that payments under this Proposal shall not have been made as agreed.

**UNLESS SPECIFICALLY INDICATED ELSEWHERE, THIS PROPOSAL DOES NOT INCLUDE MATERIALS, LABOR, AND EQUIPMENT FOR THE FOLLOWING:**

**EXCLUSIONS:**

Air balance. Annual / 10 year inspections or overhauls. Air dryers. Anything beyond normal maintenance inspections. Any part of the water system except pumps, excluding those extending below ground level. Building code upgrades. Circuit breakers. Cleaning of towers, evaporator or condenser coils or removal of coils for cleaning, chiller tube cleaning and heat exchangers. Cleaning of environmental contaminants, including but not limited to, mold, mildew and sick building syndrome. Compressors. Condensate pumps. Condensate main drain lines. Condensate drain lines beyond the drain outlet of covered equipment. Condensers or chillers subjected to internal water damage or repairs to other parts of the system as a result of water entering from the

condenser or the evaporator. Chiller condenser/evaporator tubes. Control boards. Control systems for any mechanical system. Cooling tower repairs other than those done to components with moving parts. Cranes, lifting equipment, any special rigging costs. Design changes. Disconnect switches. Doors. Drain lines, main, sanitary, waste. Drip pans. Ductwork or repairs to ductwork. Duct cleaning. Duct detectors for smoke, heat, or air-flow. Electrical work due to power outages, blackouts, brownouts. Electric motor starters, motor controls, motor controllers, blown fuses, power wiring, low voltage wiring, or any failure resulting from any cause other than normal mechanical maintenance. Electronic and/or electro mechanical control boards. EMS systems and all related components. Fire alarm systems. Freight and handling charges. Gaskets, glass, grilles, hardware, ice bins, insulation. Insurer covered internal or external parts. Internal chiller water damage. Motors of 30 horse power and over. Operator or customer misuse or negligence. Painting and patching of any kind. Pneumatic systems. Piping. Pumps of 30 horse power and over. Refrigerants or reclaiming of same. Refrigerant leaking into the waterside of the system or water leaking into the refrigerant side of the system. Relocation of equipment. Removal of hazardous materials or waste. Repairs necessitated due to rust, corrosion, erosion, or deterioration. Repairs to any part of the cooling system subjected to damage due to the use of well water, salt water, brackish water, or inadequate or faulty chemical treatment. Repairs or replacement of items not normally maintained such as, but not limited to, ductwork, grilles, piping, gauges, thermometers, thermostats, structural supports, valves, casings, cabinets, tower fill, slats, basins, hydronic and pneumatic piping. Repairs due to inadequate or fluctuating conditions of utilities. Repairs due to losses or damages as a result of fire, water, windstorm, vandalism, theft, riots, civil commotion, Acts of God, strikes, lockouts, picket lines, machine shop service, or anything beyond the normal mechanical maintenance. Replacement of worn out or obsolete equipment and/or internal or external parts, labor and materials covered by an insurer, design changes, relocation of equipment and major cooling tower overhauls. Shelving. Smoke exhaust systems and all component parts of such systems that may be exist. Variable frequency drives (VFD's). VAV boxes. Vibration isolators or sound traps. Water systems and water treatment of any kind.