



# DeKalb County School District

## DESIGN & CONSTRUCTION

1780 Montreal Road  
Tucker, GA 30084-6705  
(678) 676-1345

Dr. Devon Q. Horton

### Routing/Transmittal Form

Project: Briarlake ES HVAC and Controls Replacement Project No: Fund 300 - 01430  
 Contractor: Evergreen Construction Architect: Epsten Group  
 Originator: Donta' Collins Date: 03/17/2025

### DOCUMENT ATTACHED

#### Design/Construction Phase

- Contract Award Package: *(Reason Below)*
  - Notice of Award
  - Notice to Proceed
  - Original Contract
- Mandatory Addendum to Owner Architect Agreement - State Capital Outlay
- Work Authorization
- Request for Proposal/Invitation to Bid Package
  - Review
  - Signature
- Design Contract Additional Services Request
- Change Order
- Change Order Request: *(Reason Below)* COR Amount \$523,709.00
- Amendment Amendment Amount \_\_\_\_\_
  - Owner Request
  - Errors/Omissions
  - Unforeseen Conditions
  - Regulatory Change
  - Other (Specify): \_\_\_\_\_
- Review of Drawings or Specifications
- Finish Board/Color Boards
- Plaque Dedication Authorization
- Project Close-Out: *(Reason Below)*
  - Release of Retainage
  - Recommendation of Acceptance
  - Report of Substantial Completion
  - Certificate of Substantial Completion
- Other:

The change order request is due to unforeseen schedule impacts, material and labor rate inflation, equipment protection and storage, material escalation, and project supervision.

Change order #1- \$523,709.00

Notes:

### REVIEWERS & APPROVALS

Please Fill In Appropriately and Forward to the Next Approver

Review	Approve			
<input type="radio"/>	<input checked="" type="radio"/>	Regional Project Manager	Michael Williams	<u>[Signature]</u> 03/19/2025
<input type="radio"/>	<input checked="" type="radio"/>	District-wide Architect	Richard Boyd	<u>[Signature]</u> 3/19/25
<input type="radio"/>	<input checked="" type="radio"/>	Senior Project Manager	Lemuel Hawkins	<u>[Signature]</u> 3/18/25
<input type="radio"/>	<input checked="" type="radio"/>	Director - Capital Improvement & Facilities	Keith Ball	<u>[Signature]</u> 3.18.25
<input type="radio"/>	<input checked="" type="radio"/>	Chief Operations Officer	Erick Hofstetter	
<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/>		
<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/>		

**THE DEKALB COUNTY BOARD OF EDUCATION**  
**CONSTRUCTION CONTRACT CHANGE ORDER**  
(General Contractor)

**Project Name:** Briarlake Elementary HVAC and Controls Replacement  
**Project No.:** FUND 300 - 01430  
**Change Order No.:** 01  
**Date:** 3/18/2025

**Contractor:** **Evergreen Construction**  
3200 Cobb Galleria Pkwy Suite 240,  
Atlanta, GA 30339  
(the "Contractor")

**Project Description:** Briarlake Elementary HVAC and Controls Replacement

**Reason for Change:** The change order request is due to unforeseen schedule impacts, material and labor rate inflation, equipment protection and storage, material escalation, and project supervision.

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. Material Escalation - **\$60,173.00**  
2. Material and labor rate Inflation - **\$45,280.00**  
3. HVAC Equipment Protection and Storage - **\$54,309**  
4. Project Supervision - **\$261,971.00**  
5. Project Insurance - **\$101,976.00**  
**Total: \$523,709.00**

<b>Contract Amount:</b>	Original Contract Price:	\$ 7,052,007.00
	Previous Change Orders (Nos. 0 - 12):	\$ 0
	Current Contract Price (with Change(s)):	\$ 7,052,007.00
	Amount of this Change Order:	<u>\$ 523,709.00</u>
	Revised Contract Price:	\$ 7,575,716.00

<b>Contract Time:</b>	Original Substantial Completion Date:	August 14, 2024
	Increase/(Decrease) in calendar days by previous Change Order(s):	0
	Increase/(Decrease) in calendar days by this Change Order:	353
	Revised Substantial Completion Date:	August 2, 2025

**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:

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

***Signatures are included on the following page.***

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

Agreed to by the Contractor:

  
\_\_\_\_\_  
Bill McCorkle – Evergreen Construction  
Vice President

3-20-25  
Date

Recommended for Acceptance by Architect:

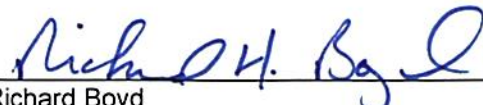
  
\_\_\_\_\_  
Olu Oshinubi – Epsten Group  
Architecture Department Manager

3-18-25  
Date

Recommended for Acceptance by Project Manager:

  
\_\_\_\_\_  
Michael Williams  
Project Manager

03/20/25  
Date

  
\_\_\_\_\_  
Richard Boyd  
District-wide Architect

3/18/25  
Date

  
\_\_\_\_\_  
Keith Ball  
Executive Director – Capital Improvements & Facilities

3.18.25  
Date

\_\_\_\_\_  
Erick Hofstetter  
Chief Operating Officer

\_\_\_\_\_  
Date

**Approved by The DeKalb County Board of Education:**

\_\_\_\_\_  
Dr. Devon Q. Horton  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mrs. Deirdre Pierce  
Board Chair

\_\_\_\_\_  
Date

<b>Board of Education Approval:</b> (Required Over \$100,000)	<b>Date:</b> N/A	<b>Item No.:</b> N/A
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March 7<sup>th</sup>, 2025

Mr. Michael Williams  
**Dekalb County School District**  
1780 Montreal Road  
Tucker, GA

RE: Briarlake Elementary School, HVAC and Controls Replacement  
IOC #010 – Schedule Impacts for Start of Construction

Dear Michael:

As you are aware and outlined within my attached email to you dated, May 20<sup>th</sup>, 2024, we unfortunately had to postpone the planned summer 2024 HVAC replacement project at Montclair Elementary School due to numerous open issues and extenuating circumstances. As agreed, we are planning to now complete this project scope of work over the summer of 2025. In working with our trade partners, we have worked to minimize the cost impact associated with this unforeseen schedule impact; however, due to economic inflation along with management monies expended on the planned project for 2024, we have experienced additional cost(s) to the project. Enclosed is a detailed breakdown and supporting documentation for this Item of Change.

This Item of Change (I.O.C. 010) results in an add cost of **\$523,709.00** to the current contract value.

Should you have any questions or need any additional information, please do not hesitate to contact me directly at 678-244-6550.

Sincerely:

A handwritten signature in black ink that reads "Steve Hall".

Steve Hall  
Senior Project Manager

Enclosure(s)

cc: Richard Boyd



# ITEM OF CHANGE

Project Name: BRIARLAKE ELEMENTARY SCHOOL, HVAC REPLACEMENT  
 Location: DECATUR, GA  
 Architect: EPSTEN GROUP  
 Description of Change: SCHEDULE IMPACTS FOR START OF CONSTRUCTION

I.O.C. No. 10  
 Date: 3/7/2025  
 Evergreen Job No. 2023-014

CODE	DESCRIPTION	QUAN.	U.M.	MATERIAL COST		LABOR COST		SUB COST	
				\$/UNIT	PRICE	\$/UNIT	PRICE	\$/UNIT	PRICE
05-01-100	Structural Steel				0		0		0
	Material Escalation	1	LS		0		0	47673.00	47,673
					0		0		0
09-25.100	Drywall and Acoustical				0		0		0
	Material Escalation	1	LS		0		0	12500.00	12,500
					0		0		0
15-49.100	Plumbing				0		0		0
	Material and Labor Rate Inflation	1	LS		0		0	6768.54	6,769
					0		0		0
15-99.100	HVAC				0		0		0
	Equipment Protection and Storage	1	LS		0		0	54308.93	54,309
					0		0		0
15-99.200	HVAC Controls				0		0		0
	Material and Labor Rate Inflation	1	LS		0		0	25225.00	25,225
					0		0		0
16-99.100	Electrical				0		0		0
	Material and Labor Inflation	1	LS		0		0	13286.30	13,286
					0		0		0
01-04.100	PROJECT SUPERVISION				0		0		0
	PROJECT MANAGEMENT	16	WKS		0	5895	94,320		0
	PROJECT SUPERVISION	16	WKS		0	6055	96,880		0
01-04.320	TRAVEL	16	WKS		0	150	2,400		0
01-04.400	MANAGEMENT VEHICLES	16	WKS	241.1	3,858		0		0
01-04.410	MANAGEMENT VEHICLE FUEL	16	WKS	350.7	5,611		0		0
01-04.420	MANAGEMENT VEHICLE INSURANCE	16	WKS	98.65	1,578		0		0
01-04.440	MANAGEMENT HEALTH INSURANCE	16	WKS	966	15,456		0		0
01-14.450	PROJECT MANAGEMENT SOFTWARE	1	LS	13500	13,500		0		0
01-16.100	DRAWINGS AND PRINTING	1	LS	1500	1,500		0		0
01-16.240	EXISTING CONDITIONS SURVEY	1	LS	7000	7,000		0		0
01-24.150	CELL PHONE	16	WKS	31.18	499		0		0
<b>SUBTOTAL</b>					<b>49,002</b>		<b>193,600</b>		<b>159,762</b>
	Payroll Taxes & Insurance						68,371		
	Sales Tax (8%)				3,920				
<b>TOTALS</b>					<b>52,922</b>		<b>261,971</b>		<b>159,762</b>
	Subcontractor General Liability Insurance				180		891		543
	Pollution Insurance				45		224		137
	Builder's Risk Insurance Premium				83		411		251
	Subcontractor Default Insurance				677		3,353		2,045
	EVERGREEN MARKUP				5,391		26,685		8,137
<b>GRAND TOTAL</b>									<b>\$523,709</b>

Approved by (Signature): \_\_\_\_\_

Approved by (Print name): \_\_\_\_\_

## Steve Hall

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**From:** Steve Hall  
**Sent:** Monday, May 20, 2024 6:41 PM  
**To:** Donta' Collins (DEPT OF FACILITIES & OPERATION)  
**Cc:** Neal Ridgel; Craig Goldstein; Bill McCorkle; Mark Thames; Zack DeGrendel  
**Subject:** Briarlake ES & Montclair ES - Postponement of Work

Donta',

Good afternoon. As we have been discussing for a while now, the construction of the HVAC replacement scope of work at both Briarlake Elementary School and Montclair Elementary School will not commence this summer. This decision was reached due to numerous open issues and extenuating circumstances including:

- Lack of timely payments for critical stored material items in support of project schedule
- Outstanding code compliance questions and/or concerns that may affect final inspections and issuance of Certificate of Occupancy (corridor walls)
- Outstanding structural questions and/or concerns that may affect the critical path of the project schedule
- Added unforeseen asbestos abatement scope

Due to these outstanding critical items and their related impacts to the project schedules, we agreed that it is in the best interest for all parties to postpone the renovation work at these two locations until such time we are able to resolve and plan for these components of the projects.

As also discussed, we are going to start construction on both Tucker MS and Early Learning Center later this week.

Should you have any questions or concerns, please do not hesitate to contact me directly.

Steve Hall LEED GA | Sr. Project Manager  
3200 Cobb Galleria Parkway, Suite 240 | Atlanta, GA 30339 | [www.evergreencorp.com](http://www.evergreencorp.com)  
o. 678.244.6544 | m. 404.825.5500 | [shall@evergreencorp.com](mailto:shall@evergreencorp.com)

**EVERGREEN**  
CONSTRUCTION

Activity Name	Original Start Duration	Finish
<b>Milestones</b>	588	02-Sep-25
RFP Released	0	18-May-23 A
RFP Proposals Due	0	18-May-23 A
Notice of Award (Planned)	0	29-Jun-23 A
Notice to Proceed (Planned)	0	14-Aug-23 A
Notice to Proceed (Actual)	0	14-Sep-23 A
Notice of Award (Actual)	0	28-Feb-25
Notice of Award (Actual)	0	28-Feb-25
Start Construction	0	30-May-25
Substantial Completion	0	02-Aug-25
Final Completion	0	02-Sep-25
<b>School Calendar</b>	572	04-Aug-25
Thanksgiving Break	9	18-Nov-23 A
Winter Break 2023	18	16-Dec-23 A
Spring Break 2024	9	30-Mar-24 A
Last Day of School 2023-2024	0	22-May-24 A
Last Day of School 2024-2025	0	05-Aug-24 A
Last Day of School 2024-2025	0	04-Aug-25*
First Day of School 2025-2026	0	29-May-25*
<b>Preconstruction</b>	531	29-May-25
HVAC: Award & Procure Submittals	7	01-Sep-23 A
Electrical: Award & Procure Submittals	7	01-Sep-23 A
Plumbing: Award & Procure Submittals	20	01-Sep-23 A
Fire Alarm: Award & Procure Submittals	5	01-Sep-23 A
Demolition: Award and Procure Submittals	5	28-Sep-23 A
Structural Steel: Award and Procure Submittals	5	28-Sep-23 A
Roofing: Award and Procure Submittals	5	28-Sep-23 A
Metal Framing / Drywall / ACT: Award & Procure Submittals	20	18-Dec-23 A
Perform Pre-Construction Existing Conditions Survey	10	18-Dec-23 A
<b>Submittals</b>	35	02-Feb-24 A
GC Review & Submit Mechanical Submittals	7	18-Dec-23 A
GC Review & Submit Electrical Submittals	7	18-Dec-23 A
GC Review & Submit Plumbing Submittals	5	18-Dec-23 A
GC Review & Submit Grading / Site Demo Submittals	5	18-Dec-23 A
GC Review & Submit Fire Protection Submittals	5	18-Dec-23 A
Approve Plumbing Submittals	10	25-Dec-23 A
Approve Grading / Site Demo Submittals	10	25-Dec-23 A
Approve Fire Protection Submittals	10	25-Dec-23 A



Activity Name	Original Start	Duration	Finish
Approve Mechanical Submittals	27-Dec-23 A	7	04-Jan-24 A
Approve Electrical Submittals	27-Dec-23 A	7	04-Jan-24 A
GC Review & Submit Metal Framing / Drywall / ACT Submittals	15-Jan-24 A	5	19-Jan-24 A
Approve Metal Framing / Drywall / ACT Submittals	22-Jan-24 A	10	02-Feb-24 A
<b>Material Procurement</b>	18-Oct-23 A	286	20-Jun-24 A
RTU Fabricate and Deliver	18-Oct-23 A	120	31-May-24 A
Mechanical - Release & Fabricate Equipment	05-Jan-24 A	100	23-May-24 A
Electrical - Release & Fabricate Equipment	05-Jan-24 A	120	20-Jun-24 A
Electrical Switchgear	05-Jan-24 A	120	20-Jun-24 A
ERU Fabricate and Delivery	05-Jan-24 A	120	20-Jun-24 A
Plumbing - Release & Procure Materials	08-Jan-24 A	20	02-Feb-24 A
Metal Framing / Drywall / ACT - Release & Procure Materials	05-Feb-24 A	15	23-Feb-24 A
<b>2024 to 2025 Summer Postponement Impact</b>	20-May-24 A	65	29-May-25
2024 Postponement of Work Notification	20-May-24 A	0	29-May-25
2024-2025 - Planning and Scheduling	21-May-24 A	5	29-May-25
Summer 2025 Proposal Approval and NTP		0	29-May-25
<b>Construction</b>	12-May-25	61	04-Aug-25
<b>Phase 1</b>	12-May-25	61	04-Aug-25
Mobilize Site / Set-Up Field Office	12-May-25	7	20-May-25
Owner Move Out - Furnishing, Equipment, Etc.	30-May-25	5	05-Jun-25
<b>Interior</b>	03-Jun-25	45	04-Aug-25
Selective Interior Demolition	03-Jun-25	7	11-Jun-25
Demo/Remove Mechanical Equipment	03-Jun-25	7	11-Jun-25
Mechanical Piping	05-Jun-25	28	14-Jul-25
Ductwork	05-Jun-25	28	14-Jul-25
Drywall Ceiling Framing	12-Jun-25	14	01-Jul-25
Set & Hang New Mechanical Equipment	16-Jun-25	5	20-Jun-25
MEP Equipment Connections (New Taps, Piping, Flexible H	15-Jul-25	7	23-Jul-25
Ceiling Grid	15-Jul-25	10	28-Jul-25
Light Fixtures	16-Jul-25	7	24-Jul-25
MEP Acoustical Ceiling Rough-in	24-Jul-25	3	28-Jul-25
Drop Ceiling Tiles	29-Jul-25	5	04-Aug-25
Final Clean	29-Jul-25	5	04-Aug-25
MEP Trim-Out	29-Jul-25	3	31-Jul-25
Fire Alarm Testing	30-Jul-25	3	01-Aug-25
<b>Exterior</b>	12-Jun-25	27	18-Jul-25
Concrete Pads	12-Jun-25	2	13-Jun-25
Roof Patch at Roof Top Equipment	23-Jun-25	20	18-Jul-25
Final Clean Site	18-Jul-25	1	18-Jul-25

■ 2024-2025 - Planning and Scheduling  
■ Summer 2025 Proposal Approval and NTP  
■ Mobilize Site / Set-Up Field Office  
■ Owner Move Out - Furnishing, Equipment, Etc.  
■ Selective Interior Demolition  
■ Demo/Remove Mechanical Equipment  
■ Mechanical Piping  
■ Ductwork  
■ Drywall Ceiling Framing  
■ Set & Hang New Mechanical Equipment  
■ MEP Equipment Connections (New Taps, Piping, Piping,  
■ Ceiling Grid  
■ Light Fixtures  
■ MEP Acoustical Ceiling Rough-in  
■ Drop Ceiling Tiles  
■ Final Clean  
■ MEP Trim-Out  
■ Fire Alarm Testing  
■ Concrete Pads  
■ Roof Patch at Roof Top Equipment  
■ Final Clean Site



Activity Name	Original Start	Duration	Finish
<b>Closeout</b>	<b>21-Jul-25</b>	<b>31</b>	<b>01-Sep-25</b>
Final Site Inspections	21-Jul-25	1	21-Jul-25
Above Ceiling Inspections	29-Jul-25	1	29-Jul-25
HVAC System - Start Up & Flush	29-Jul-25	3	31-Jul-25
HVAC Test & Balance	29-Jul-25	4	01-Aug-25
Test & Ring-Out Systems	01-Aug-25	2	04-Aug-25
Final Building Inspections	01-Aug-25	2	02-Aug-25
Final Inspections	02-Aug-25	1	02-Aug-25
Substantial Completion Inspection	02-Aug-25	1	02-Aug-25
Owner/Design Team Punch-List	04-Aug-25	21	01-Sep-25
Close-out Documents & Final Payment Application	04-Aug-25	21	01-Sep-25

| Final Site Inspections  
 | Above Ceiling Inspections  
 | HVAC System - Start Up & Flush  
 | HVAC Test & Balance  
 | Test & Ring-Out Systems  
 | Final Building Inspections  
 | Final Inspections  
 | Substantial Completion Inspection  
 | Owner/Design Team Punch-List  
 | Close-out Documents & Final Payment App



## Charles Adams

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**From:** Cole Tallent <ctallent@greencircledemolition.com>  
**Sent:** Thursday, November 14, 2024 10:12 AM  
**To:** Charles Adams  
**Cc:** Steve Hall; Zack DeGrendel; Jorge Orobitg  
**Subject:** Re: Briarlake Elementary - Additional Cost For Summer 2025 Renovation

Charles we are still good on pricing for this project for next summer.

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**From:** Charles Adams <cadams@evergreencorp.com>  
**Sent:** Monday, November 4, 2024 10:40 AM  
**To:** Cole Tallent <ctallent@greencircledemolition.com>  
**Cc:** Steve Hall <shall@evergreencorp.com>; Zack DeGrendel <zdegrendel@evergreencorp.com>; Jorge Orobitg <jorobitg@evergreencorp.com>  
**Subject:** RE: Briarlake Elementary - Additional Cost For Summer 2025 Renovation

Cole,

Please respond to this email.

Thank you,

Charles Adams | Assistant Project Manager  
3200 Cobb Galleria Parkway, Suite 240, Atlanta, GA 30339 | [www.evergreencorp.com](http://www.evergreencorp.com)  
Office (Direct): 678.244.6556 | Cell: 678.860.1147 | [cadams@evergreencorp.com](mailto:cadams@evergreencorp.com)



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**From:** Charles Adams  
**Sent:** Thursday, October 31, 2024 10:59 AM  
**To:** Cole Tallent <ctallent@greencircledemolition.com>  
**Cc:** Steve Hall <shall@evergreencorp.com>; Zack DeGrendel <zdegrendel@evergreencorp.com>; Jorge Orobitg <jorobitg@evergreencorp.com>  
**Subject:** Briarlake Elementary - Additional Cost For Summer 2025 Renovation

Good Morning Cole,

As you know, Briarlake Elementary School has been postponed to Summer 2025. We are gathering any additional costs accrued over the next year until this work can be performed. Per our conversation, Green Circle Demolition does not have any additional cost for next year's work. Please confirm.

If you have any questions or comments, feel free to contact me or the team.

Thank you,

Charles Adams | Assistant Project Manager

3200 Cobb Galleria Parkway, Suite 240, Atlanta, GA 30339 | [www.evergreencorp.com](http://www.evergreencorp.com)

Office (Direct): 678.244.6556 | Cell: 678.860.1147 | [cadams@evergreencorp.com](mailto:cadams@evergreencorp.com)



## Charles Adams

---

**From:** Ben Dotson <bdotson@smith-ironworks.com>  
**Sent:** Wednesday, October 23, 2024 4:18 PM  
**To:** Charles Adams  
**Cc:** Zack DeGrendel; Steve Hall; Jorge Orobitg; Kelli Weaver; Kerby Smith  
**Subject:** RE: Briarlake & Montclair - Additional Cost For Summer 2025 Renovation  
**Attachments:** EST-5817-R3-Montclair Reno - Delay (Atlanta, GA).pdf; EST-5815-R4-Briarlake Reno - Delay (Decatur, GA).pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Charles,

Attached is our updated quote for the year delay to perform the work on Briarlake and Montclair renovations in the Summer of 2025. Depending on the market at the time, and the availability of work, our erectors pricing could fluctuate considerably. Due to this along with increasing steel prices, we have estimated that we need a 50% increase to keep us safe with holding these projects until next year. Please issue a Change Order for the difference, or if you all prefer to cancel our contract and re-bid closer to date that is fair.

I also would like to mention that we have still not received the change orders from the additional work that we performed this past summer at Evergreens request. We have been informed about the issues with the board meetings and getting the owners approval, but we have now floated these charges for months since completion of our work. We would really appreciate getting this issue resolved immediately.

Thanks,



Ben Dotson  
Project Manager  
Cell: (706) 936-3891  
Office: 706-895-3311 x 235  
5285 Highway 114 - PO Box 388  
Lyerly, GA 30730

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**From:** Charles Adams <cadams@evergreencorp.com>  
**Sent:** Tuesday, October 1, 2024 9:24 AM  
**Cc:** Zack DeGrendel <zdegrendel@evergreencorp.com>; Steve Hall <shall@evergreencorp.com>; Jorge Orobitg <jorobitg@evergreencorp.com>  
**Subject:** Briarlake Elementary - Additional Cost For Summer 2025 Renovation

Good Morning,

As you know, Briarlake Elementary School has been postponed to Summer 2025. We are gathering any additional costs accrued over the next year until this work can be performed. You have until October 31st to provide any additional cost that may be accrued over the next 8 months for your scope of work as well

as any additional extended warranty costs. Otherwise, we are to assume that you have no additional cost accrued and will perform the work at your current contracted price.

If you have any questions or comments, feel free to contact me or the team.

Thank you,

Charles Adams | Assistant Project Manager

3200 Cobb Galleria Parkway, Suite 240 | Atlanta, GA 30339 | [www.evergreencorp.com](http://www.evergreencorp.com)

Office (Direct): 678.244.6556 | Cell: 678.860.1147 | [cadams@evergreencorp.com](mailto:cadams@evergreencorp.com)



# SMITH IRONWORKS

P.O. Box 388 5285 • Highway 114 Lyerly, GA 30730 • Phone (706) 895.3311 • Fax (706) 895.3312  
AISC CERTIFIED FABRICATOR  
AISC CERTIFIED ERECTOR

October 23, 2024

CONTRACTOR: Evergreen Construction

RE: **Brairlake Renovation**  
**Decatur, GA**

**Quote #5815-R4**

We Hereby Propose to Furnish the Following for:

Approximately 1.3 Tons of Structural & Miscellaneous Steel

F.O.B. Decatur, GA

**\$145,349.00**  
(Fabrication w/Tax & Erection)

Fabricate, Furnish and Deliver the Following:

1. Wide Flange RTU Support Framing
2. All Material Galvanized
3. Davis-Bacon/Certified Payroll
4. A.I.S.C. Certified Fabrication

Exclusions:

- A. RETAINAGE AND LIQUIDATED DAMAGES
- B. ADDITIONAL TONNAGES
- C. ALL DEMO
- D. TIMBER FRAMING
- E. RAILINGS
- F. ANY ITEM NOT SPECIFICALLY MENTIONED IN INCLUSIONS
- G. LIGHT GAUGE FRAMING & FASTENERS
- H. DECKING OVER LIGHT GAUGE FRAMING
- I. ANY UNSIZED OR UNIDENTIFIED MATERIAL
- J. STAINLESS STEEL AND ALUMINUM
- K. TOP COAT FINISH PAINT
- L. SETTING OF ANCHOR BOLTS
- M. TEMPLATES
- N. ROUGH HARDWARE, MASONRY ANCHORS, DBA'S, CORRUGATED BRICK TIES, REBAR ANCHORS
- O. FIELD CHECKING OF DEMENSIONS
- P. TRENCH GRATES
- Q. CANOPIES
- R. ANY ALLOWANCES
- S. ANY COSTS OF TEST OR INSPECTION
- T. SURVEYS
- U. BONDS

**Pricing Based:** Structural & Architectural



**“Quality through Excellence”**

Atlanta, GA • Lyerly, GA • Fort Walton Beach, FL • East Kingston, NH



# SMITH IRONWORKS

P.O. Box 388 5285 • Highway 114 Lyerly, GA 30730 • Phone (706) 895.3311 • Fax (706) 895.3312  
AISC CERTIFIED FABRICATOR  
AISC CERTIFIED ERECTOR

Architect: Epsten Group – Marietta, GA – 404.577.0370

Dated: 3/31/2023

Addendums: None Noted

Qualifications: Assumes (1) Mobilization. Additional Mobilizations will be Billed at \$6000.00 Each Occurrence.

NOTES: PRICING GOOD FOR 10 DAYS AND SUBJECT TO CHANGE. FUEL AND RAW STEEL SURCHARGES MAY APPLY  
PRICING BASE ON UNCERTAINTY OF STEEL MARKET. PRICING SUBJECT TO CHANGE ON FINAL DRAWINGS  
MATERIAL DIRECT PAY OR JOINT CHECK TO SUPPLIER, 30 DAYS NO RETAINAGE HELD  
THIS PROPOSAL IS BINDING UNTIL ACCEPTANCE OF A SIGNED CONTRACT OR PURCHASE ORDER

**ESCALATION CLAUSE:** THIS QUOTE IS BASED ON CURRENT STEEL PRICNG AS OF BID DATE. DUE TO THE EXTREME UNCERTAINTY IN THE STEEL MARKET, QUOTES NORMALLY HELD FOR 30 DAYS ARE NOW ONLY CONSIDERED ESTIMATED COSTS ON BID DATE. UPON RECEIPT OF AN FORMAL PURCHASE ORDER/CONTRACT, RE-PRICING WILL BE NECESSARY TO INCLUDE (IF ANY) ALL COST INCREASES DUE TO TARIFFS, SURCHARGES, RISING STEEL, FUEL COSTS ETC. (FROM THE ORIGINAL BID DATE) WHILE WE REGRET IMPLEMENTING THIS INCONVENIENCE, IT IS NECESSARY TO MAINTAIN SOUND BUSINESS PRACTICES WITH THE EVER RISING STEEL AND FUEL PRICES.

We appreciate the opportunity to quote you on this project and look forward to working with you in the near future. If you have any questions or need additional information please feel free to contact me.

## Smith Ironworks, Inc.

706.895.3311 Office

706.676.6710 Cell

706.895.2504 Fax



**“Quality through Excellence”**  
Atlanta, GA • Lyerly, GA • Fort Walton Beach, FL • East Kingston, NH



## Charles Adams

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**From:** Hunter Blackwell <hunter@summersroofing.com>  
**Sent:** Wednesday, October 2, 2024 4:13 PM  
**To:** Charles Adams  
**Cc:** Zack DeGrendel; Steve Hall; Jorge Oorbitg  
**Subject:** Re: Briarlake Elementary - Additional Cost For Summer 2025 Renovation

No change for Summers Roofing.

Thanks

Sent from my iPhone.

On Oct 1, 2024, at 9:23 AM, Charles Adams <cadams@evergreencorp.com> wrote:

Good Morning,

As you know, Briarlake Elementary School has been postponed to Summer 2025. We are gathering any additional costs accrued over the next year until this work can be performed. You have until October 31st to provide any additional cost that may be accrued over the next 8 months for your scope of work as well as any additional extended warranty costs. Otherwise, we are to assume that you have no additional cost accrued and will perform the work at your current contracted price.

If you have any questions or comments, feel free to contact me or the team.

Thank you,

Charles Adams | Assistant Project Manager  
3200 Cobb Galleria Parkway, Suite 240 | Atlanta, GA 30339 | [www.evergreencorp.com](http://www.evergreencorp.com)  
Office (Direct): 678.244.6556 | Cell: 678.860.1147 | [cadams@evergreencorp.com](mailto:cadams@evergreencorp.com)  
<image001.png>



# OCHOA CONSTRUCTION

## Change Order Proposal

Change Order: 1 To: Evergreen  
 RFI No.: N/A Attn: \_\_\_\_\_  
 Title of Change: Rescheduled 2025 Summer Renovation Cost at Briarlake Project Name: Briarlake  
 Ochoa PM: Brayan Palacio CO Total: \$12,500

Description of Change:	Ochoa Construction prices change for next summer by our suppliers materials went up
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### LABOR

Classification	Hourly Rate	Hours	Subtotal Labor	OT Hours	Subtotal OT Labor	Total Labor
Mechanics/Finishers			\$0.00	0.00	\$0.00	\$0.00
Supervision			\$0.00	0.00	\$0.00	\$0.00
<b>Subtotals</b>	<b>\$0.00</b>	<b>0.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Mark Up (10% OH/P)						\$0.00
Total Labor Cost						<u>\$0.00</u>

### MATERIALS

Item Description	Qty	UOM	Unit Price	Extension
ceiling grid				\$6,875
ceiling tile				\$5,625
Materials Subtotal				_____
Delivery/Freight				_____
Subtotal				_____
Mark Up (10% OH/P)				_____
Total Material Cost				<u>_____</u>

### EQUIPMENT/OTHER ITEMS

Item Description	Qty	Price	Extension
			\$0.00
			\$0.00
			\$0.00
Equipment/Other Subtotal			\$0.00
Delivery/Freight (Scissor Lift)			\$0.00
Subtotal			\$0.00
Mark Up (10% OH/P)			\$0.00
Equipment/Other Total			<u>\$0.00</u>

### SUMMARY

LABOR TOTAL	\$0.00
MATERIAL TOTAL	\$0.00
EQUIPMENT/OTHER TOTAL	\$0.00
SUBTOTAL	\$0.00
BOND 2% (If applicable)	\$0.00
<b>TOTAL</b>	<u><b>\$0.00</b></u>

Disclaimer: The work covered by this order shall be performed under the same terms and conditions as that are included in the original contract, unless stated otherwise.

Evergreen

5820 GA-85, Riverdale GA 30274 Phone: 404-254-0716 Fax: 678-834-0959

Brayan Palacio  
Ochoa Construction LLC.

11/4/2024

Signed/Dated



291 Huntington Road  
Cedartown, GA 30125  
Phone: 770-748-9038  
Fax: 770-748-1057  
Date: 12/20/2024

## Change Order Proposal

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**Project:** 928.A5  
Briarlake Elementary School HVAC  
3590 Lavista Road  
Decatur, GA 30033-

### PCPS COP # 1

To:	From:
Evergreen Construction	Polk County Public Service
Zack DeGrendel	Chip Popham Jr
zdegrendel@evergreencorp.com	chip@pcpscompany.com

**Initiated By:**  
Evergreen

**COP Price:** **\$6,768.54**

The price above is for the estimated increase in cost for our material for the project being postponed until summer of 2025. This has an increase of 17% on our material due to price increases amongst pipe, fittings, valves, regulators, and other various items that have already occurred.

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See attached documentation

Lanier HVAC Services  
 1560 Monroe Drive, Gainesville, GA 30507  
 Office: 678-943-1351  
 Ryan Cell: 770-530-8472



LANIER HVAC SERVICES

TO: Evergreen  
 Job: Brailake ES  
 Reference: Warrnaty Extension

## Change Request Credit

Item/Description	Materials	\$/HR	Labor	TOTAL Labor	Subcontractor	Other
Extended Warranty	\$ 43,727.00	\$ -	-	\$ -		\$ -
	\$ -	\$ -	-	\$ -		
	\$ -	\$ -	-	\$ -		
	\$ -	\$ -	-	\$ -		
	\$ -	\$ -	-	\$ -		
<b>Sub-Totals</b>	<b>\$ 43,727.00</b>			<b>\$ -</b>	<b>\$ 43,727.00</b>	<b>\$ -</b>
	Material				\$ 43,727.00	
	Tax 8.00%				\$ 3,498.16	
	Labor				\$ -	
	Subcontractor				\$ -	
	Other				\$ -	
	Subtotal				\$ 47,225.16	
	OH/Profit 15%				\$ 7,083.77	
	<b>TOTAL CHANGE ORDER</b>				<b>\$ 54,308.93</b>	

## Charles Adams

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**From:** Ryan Chambers <ryan@lanier-hvac.net>  
**Sent:** Wednesday, October 30, 2024 9:00 AM  
**To:** Charles Adams  
**Cc:** Miguel Razo; Zack DeGrendel; Steve Hall; Jorge Orobitg  
**Subject:** Re: Briarlake Elementary - Additional Cost For Summer 2025 Renovation

Charles

I spoke to the controls this morning, they do have an increase, but they are contracted directly with you guys if I remember correctly. The only other increase we had is to do with the fencing and warranty. If they don't do the fencing that's fine. The warranty does need to be added to the project, because the equipment is already close to being out of the warranty period before it's installed in summer of 2025. Let me know if you don't already have the warranty CO, I can resend. Same goes for the Montclair project also.

Ryan Chambers  
Office 678-943-1351  
Cell 770-530-8472  
1560 Monroe Drive  
Gainesville, GA 30507



LANIER HVAC SERVICES

On Wed, Oct 30, 2024 at 7:37 AM Charles Adams <[cadams@evergreencorp.com](mailto:cadams@evergreencorp.com)> wrote:

Good Morning,

I have still not received any cost, please let me know when I can expect to receive this.

Thank you,

Charles Adams | Assistant Project Manager

3200 Cobb Galleria Parkway, Suite 240, Atlanta, GA 30339 | [www.evergreencorp.com](http://www.evergreencorp.com)

Office (Direct): 678.244.6556 | Cell: 678.860.1147 | [cadams@evergreencorp.com](mailto:cadams@evergreencorp.com)



**From:** Charles Adams

**Sent:** Tuesday, October 1, 2024 9:24 AM

**Cc:** Zack DeGrendel <[zdegrendel@evergreencorp.com](mailto:zdegrendel@evergreencorp.com)>; Steve Hall <[shall@evergreencorp.com](mailto:shall@evergreencorp.com)>; Jorge Orobittg <[jorobittg@evergreencorp.com](mailto:jorobittg@evergreencorp.com)>

**Subject:** Briarlake Elementary - Additional Cost For Summer 2025 Renovation

Good Morning,

As you know, Briarlake Elementary School has been postponed to Summer 2025. We are gathering any additional costs accrued over the next year until this work can be performed. You have until October 31st to provide any additional cost that may be accrued over the next 8 months for your scope of work as well as any additional extended warranty costs. Otherwise, we are to assume that you have no additional cost accrued and will perform the work at your current contracted price.

If you have any questions or comments, feel free to contact me or the team.

Thank you,

Charles Adams | Assistant Project Manager

3200 Cobb Galleria Parkway, Suite 240 | Atlanta, GA 30339 | [www.evergreencorp.com](http://www.evergreencorp.com)

Office (Direct): 678.244.6556 | Cell: 678.860.1147 | [cadams@evergreencorp.com](mailto:cadams@evergreencorp.com)





**CONTROL CONCEPTS, LLC**  
 3550 North Pkwy, Suite 100  
 Cumming, GA 30040  
 Ofc: (770) 888-0181

**DATE:** October 4, 2024  
*(Revised December 19, 2024)*

**TO:** **Mr. CHARLES ADAMS**  
 Assistant Project Manager  
 Evergreen Construction  
 3200 Cobb Galleria Parkway, Suite 240  
 Atlanta, GA 30339  
[www.evergreencorp.com](http://www.evergreencorp.com)  
 Office (Direct): 678.244.6556  
 Cell: 678.860.1147  
 Email: [cadams@evergreencorp.com](mailto:cadams@evergreencorp.com)

**Project:** **BRIARLAKE, EARLY LEARNING CENTER, MONTCLAIR, TUCKER MIDDLE SCHOOL**  
**MAJOR BUILDING SYSTEM REPLACEMENT**  
**DEKALB COUNTY BOARD OF EDUCATION**  
 RFP No. 23-752-026  
**BRIARLAKE ELEMENTARY SCHOOL-HVAC REPLACEMENT**  
 DCSD Project: 30521-3051  
 3590 Lavista Road  
 Decatur, GA 30033  
 Automatic Temperature Controls  
 Proposal #: 23-JM-203 – CO: Year 2025

As requested, Control Concepts, LLC. (CCI) is pleased to quote the following change order to provide any cost increase as a result of work not being complete in 2024. Remaining work on this project will be done in summer of 2025. The following are clarifications to our proposal:

**Under this Change Order, CCI shall:**

1. Remaining hours for installation have been adjusted to new hourly rates.
2. All control components have been purchased.
  - An additional one (1) year warranty has been added to the materials provided for this project.
3. Electrical material has been adjusted for anticipated cost increases.

**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.  One (1) 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/3<sup>rd</sup> 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 xx hours for commissioning assistance. If commissioning assistance is required over this allocation, we can provide additional pricing.
  - 3<sup>rd</sup> Party commissioning assistance is not included. Please add \$xx,xxx.00 if 3<sup>rd</sup> 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.  Installation of work not included in CCI's scope of work for this proposal.
17.  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.
18.  Unless specifically noted, control dampers are not included in CCI's scope of work.
19.  Unless requested directly, coring is not included in CCI's scope of work.
20.  Unless specifically noted, control dampers are not included in CCI's scope of work.
21. 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.
22.  Wiring clean-up in the ceiling for open-ceiling areas is not shown to be required, and not included.
23.  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.
24.  Monitoring of Biosafety Cabinets and other Lab Equipment not shown on Mechanical plans or indicated above is not included.
25.  Integration/monitoring of elevator system. If requested, CCI can provide a cost proposal.
26.  Integration/monitoring of Nurse Call system. If requested, CCI can provide a cost proposal.
27.  Integration/monitoring of Fire Alarm System. If requested, CCI can provide a cost proposal.
28.  Mechanical indicating devices such as pressure gauges, thermometers, magnahelic gauges and other non-DDC monitored devices are not included.
29.  Refrigerant Monitor. This is to be provided and installed by the others.
30.  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.
31.  Patching, painting, and general handyman work associated with this project is not included.
32.  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.
33.  Smoke and fire/smoke dampers provided and installed by others.
34.  Motor starters, variable frequency drives (VFD's), contactors or disconnects are not included.
35.  Davis Bacon wage considerations are NOT included.
36.  Performance & Payment bond is NOT included.
37.  Standard trap primer valves by others. If requested, CCI can provide a cost proposal.
38.  Domestic water metering and gas metering (Utilities). If requested, CCI can provide a cost proposal.
39.  Any materials not provided by CCI shall be installed and wired by others.
40.  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.

OUR "CHANGE ORDER" PRICE: \$ 25,225.00

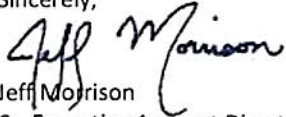
**COST BREAKDOWN**

Labor:	\$ 18,780
Material:	\$ 745
<u>Extend Warranty:</u>	<u>\$ 5,700</u>
TOTAL:	\$ 25,225

**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](mailto:jmorrison@intreo.com)

O:(770) 888-0181/D:(678) 341-2667/C: (770) 527-1732

**AUTHORIZATION SIGNATURE**

Signature below denotes approval of the scope, pricing, and terms of conditions of this proposal and authorizing Control Concepts, LLC to proceed with the execution of this project.

**Proposal Accepted By:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Date

## 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 IF 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.**

