



Project Scope of Work & Proposal Chilled Water Interconnection

Building #124

May 20, 2016

Project Description: Energy Management System

Mechanical Engineer: CDE Company

Drawing Dates: 3/16/16

Drawing Pages: G-001, M-001, M-002, M-100, M-104, M-105, M-106, M-201, M-500, and M-700

Type: Renovation

Specifications: None

Addendums: None

Advanced Control Corporation submits this proposal for the above referenced project pursuant to the drawings and specifications provided. The products as proposed in this document meet or exceed the performance criteria as detailed in the various design documents listed above. The system proposed is an expansion of the existing Andover Controls Facility Automation System. The system priced herein maintains all other warranties and service agreements for all of the above mentioned systems currently in place. The system priced includes the required system and software modifications to the existing systems BMS Infrastructure at the Palm Beach State College to facilitate this project. This proposal takes into account all other upgrades and modifications to the system currently in process.

Building Automation System Expansion

The Building Automation system is an expansion to the existing Andover Controls Master System Network in place at Palm Beach State College. The Building Automation system includes the following features:

- Graphical Interfacing between systems onto one Platform for the operator to see all information from one Graphical User Interface
- Expert level of integration with the existing system
- The System proposed meets or exceeds the current standards of Palm Beach State College
- The controllers will function as part of the existing BMS and incorporated into the System Network that is throughout the College Campus

The new building controllers are to be integrated into the existing Campus-wide & College-wide BMS network. The system will utilize the existing college database and communicate with the existing college wide workstations, located on each of the 4 Campuses.

The scope and pricing includes control conduit, control equipment wiring, control equipment installation, termination, graphics, software programming commissioning, final check and start-up required for the project scope.

The following is included in this proposal:

- Engineering, submittals and as-built as required
- BMS Conduit, Wiring and Installation
- Control Equipment Wiring
- Control Equipment Installation (Except as Noted)
- Software Programming and Graphics
- BMS Commissioning, Check-Out & Start-Up
- One Year Warranty Parts and Labor
- Project Management



Base Bid

Lake Worth Chilled Water Interconnection Building #124

Advanced Control Corporation will expand/upgrade/modify the existing BMS p...ification including:

- Provide and Control **Three (3) 16” Two-Way Control Valves (V-124-1, V-124-2, and V-124-4)** as shown on Mechanical Drawing page M-201 and required for the sequence of operations as described on Control Drawing page M-700. All required control wiring, programming, and commissioning to integrate the new valves into the new sequence of operations is included. Valves are to be installed by the Mechanical Contractor. Are there end switches to validate the open/close positions?
- Provide and Control **One (1) 12” Two-Way** as shown on Mechanical Drawing page M-201 and required for the sequence of operations as described on Control Drawing page M-700. All required control wiring, programming, and commissioning to integrate the new valve into the new sequence of operations is included. Valve is to be installed by the Mechanical Contractor. Size to be confirmed after removing insulation
- Provide and Install peripheral sensing (Flow, Differential Pressure, Supply Temp, and Return Temp) within Building 124 serving the new loop is included as per the building standard. These points will be programmed and graphically displayed on the Building Management System. Is the flow meter installed by the mechanical contractor and if so we need to ensure that it is in his scope
- Provide and Install the additional Input/Output Modules required to integrate into the BMS as well as the spare I/O for the plant required by note 1 on control drawing. All I/O are included in this proposal.
- Provide the required programming and commissioning to perform the new sequence of operations shown on page M-700 for Building 124 as per the engineers design is included. Coordination with the T&B contractor is included.

Turn-Key System Price for Central Campus’s Scope of Work \$ 38,600.00

Please Note The Following:

- On Control Drawing page M-700 control points note #3 says to “refer to the specification for additional control system requirements”. The specification dated 3-14-16 does not contain the Direct Digital Controls Section 230900 for further reference so this proposal specifically excluded it from this scope of work.
 - Other more complex campus loop programming (outside of the sequence described on page M-700) is unknown at this time; if it is required, it is not included in this scope and a change order will need to be issued.
 - Mechanical Contractor to provide sleeving when and where required; to be coordinated with the BMS contractor.
 - Variable Frequency Drives and/ or Motors and by others.
 - 120V power to control panels and new valves to be provided by others.
 - All piping shall be standard conduit, not galvanized pipe.
 - Setting in place of wells, pressure taps, valve bodies and any control dampers is by others and is not included.
 - Building Management System (BMS) included as per plans.
 - Bonding Cost are excluded and are to be quoted separately
 - Underground trenching or backfill is not included
- Need to verify with electrical contractor quote
- We need to ensure two thermowells and a flow meter installation is mechanical scope



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- Any equipment not specifically listed in scope above is by others. Any additional components or installation that is not outlined above is excluded.
- Badging and Permitting costs are not included and will be billed separately
- Work to be performed during normal business hours
- Labor Rates are standard Labor Wages. Prevailing Wage or Davis Bacon is not included in this scope of work or pricing
- This proposal is governed by our standard terms and conditions of sale attached.

If you have any questions concerning this proposal please do not hesitate to call me at (954) 397-0805

Sincerely,

Jeff Eaton, Sales Engineer
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The standard terms and conditions of sale

All goods, services, and Firmware furnished by Advanced Control Corporation ("Supplier") are governed by these standard terms and conditions, and every agreement or other undertaking by Supplier is expressly conditioned on assent hereto by the buyer, and any end user with whom Supplier undertakes to deal, of Supplier's goods, services, and Firmware ("Customer"). These standard terms and conditions supersede all inconsistent printed terms submitted by Customer prior to Supplier's order acknowledgment. They may be varied only by a typed or legibly handwritten notation on the face of Supplier's quotation or order acknowledgment, Customer's purchase order form, or similar documents. Product and sales policy sheets and the like published from time to time by Supplier shall supplement but not supersede these standard terms and conditions. SUPPLIER IS NOT BOUND TO FURNISH ITS GOODS, SERVICES OR FIRMWARE EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACKNOWLEDGMENT, FIRM QUOTATION, OR OTHER SIMILAR DOCUMENT ISSUED OVER THE SIGNATURE OF AN AUTHORIZED EMPLOYEE OF SUPPLIER. SUPPLIER'S REPRESENTATIVES, DISTRIBUTORS, DEALERS AND OTHER NON-EMPLOYEES HAVE NO AUTHORITY TO BIND SUPPLIER.

1. **Firmware.** The terms "goods" as used herein shall include Firmware which shall mean the set of instructions, consisting of symbolic language, processes, logic, routines, and programmed information in the form of firm or soft media relating to any of the goods and all revisions and modifications thereof.

2. **Price/Delivery Terms.** Unless otherwise provided on Supplier's order acknowledgment, price and delivery terms are FOB Supplier's plant and do not include sales, use, or other taxes. Supplier may, at its option, make partial shipments and invoice for same.

3. **Payment/Credit/Security.** Payment terms for buyers with a credit standing deemed adequate by Supplier are net 30 days from date of invoice. Supplier shall be entitled to charge interest thereafter at a rate permitted by law, but in no event to exceed 1-1/2% per month. Whenever Supplier in good faith deems itself insecure, Supplier may cancel any outstanding contracts with Customer, revoke its extension of credit to Customer, reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds there from) furnished by Supplier to Customer, and take any other steps necessary or desirable to secure Supplier with respect to Customer's payment for goods and services furnished or to be furnished by Supplier.

In the event Customer for any reason withholds payment of any amount due Supplier, Supplier may declare itself insecure and suspend further shipment to Customer until Customer places the withheld amount in escrow and gives adequate security for further shipment or until Customer satisfies Supplier that Customer was entitled to withhold such amount. Supplier shall be entitled to recover from Customer all costs, including reasonable attorney's fees, incurred by Supplier in connection with the collection of any amount due Supplier.

4. Cancellation by Customer.

(a). Except as provided in sub-paragraph (b) below, Customer's wrongful non-acceptance or repudiation of a contract to purchase Supplier's goods or services shall entitle Supplier to recover the price or, where an action for the price is not permitted by law, damages, as provided by law, including Supplier's lost profits. In this connection all goods purchased and all services furnished by Supplier in complete or partial fulfillment of a special order from Customer shall be deemed identified to the contract between Supplier and Customer.

(b). Customer's wrongful non-acceptance or repudiation of a contract to purchase from Supplier goods which Supplier generally carries in inventory as stock items (or which are otherwise readily resalable by Supplier at a reasonable price) shall entitle Supplier to recover damages, as provided by law, including Supplier's lost profits.

5. **Warranty.** Supplier warrants that all new and unused goods furnished by Supplier are free from defect in workmanship and material as of the time and place of delivery by Supplier. Except for goods and services furnished by Supplier through its employees arising out of orders solicited by Supplier's Representatives and duly accepted by Supplier, Supplier does not warrant, and shall not be liable for, the quality of any goods or services furnished or to be furnished by representatives, distributors, dealers or other non-employees of Supplier.

As a matter of general warranty policy, Supplier honors an original buyer's warranty claim in the event of failure, within 12 months from the day of delivery by Supplier to the site for Advanced Control Corporation equipment and for Building Management Systems goods, which have been installed and operated under normal conditions and in accordance with generally accepted industry practices. This general warranty policy may be expanded or limited for particular categories of products or customers by information sheets published by Supplier from time to time:

The express warranties provided above are in lieu of all other warranties, express or implied. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES ARE EXCLUDED WITH RESPECT TO ANY AND ALL GOODS AND SERVICES FURNISHED BY SUPPLIER.

In case of Supplier's breach of warranty or any other duty with respect to the quality of any goods, the sole and exclusive remedies therefore shall be, at Supplier's option, (1) repair, (2) replacement, or (3) payment of or credit for the purchase price (less reasonable depreciation based upon actual use) upon return of the non-conforming goods or parts.

Return authorization must be obtained from Supplier prior to the return of any defective material. All unauthorized returns will be sent back, freight collect, to the Customer. All returns must be made with transportation prepaid by the Customer. Supplier's examination of the units must disclose to its satisfaction that defects exist and have not been caused by misuse, neglect, improper installation, repair, alteration or accident before replacement is made or credit issued.

6. **Force Majeure.** Supplier and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Supplier impractical: strike, riots, fires, war, late or non-delivery by suppliers to Supplier, and all other contingencies beyond the reasonable control of supplier.

7. **No Consequential Damages.** Under no circumstances shall Supplier be liable to any person (including distributor) for loss of use, income, or profit or for incidental, special or consequential or other similar damages, arising, directly or indirectly out of or occasioned by the sale, operation, use, installation, repair or replacement of the goods or services, whether such damages are based on a claim of breach of express or implied warranties (including merchantability or fitness for a particular purpose), tortious conduit (including negligence and strict liability) or any other cause of action, except only in the case of personal injury where applicable law requires such liability.

8. **Governing Law.** The law of the State of Florida shall govern all transactions to which these standard terms and conditions apply.

9. **Legal Compliance.** Supplier guarantees that the services to be performed and the goods to be provided herein, shall comply with all applicable federal, state and local laws, ordinances, regulations, orders and decrees, including without limitation such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Federal Hazardous Substances Labeling Act, Federal Flammable Fabrics Act, and any applicable environmental regulations.

Prices in this quotation remain in effect for 45 days from date of issue.