

McMillan James Equipment Co.

QUOTATION

1044 Texan Trail Grapevine, TX 76051

Phone: 817-912-0800 Fax: 817-912-0888

BUY BOARD #631-20

To: City of North Richland Hills-

Project: NRH Library RTU Replacement

Location: North Richland Hills, TX

Bid Date: 09/15/2022

Project: 14819

Proposal: 010544 Revision: 01

We are pleased to propose the following equipment for your consideration on the above referenced project.

ITEM A: QTY (9) Carrier RTU's

TAGS: 27-1 Thru 27-7, 27-9

- Model: 50A7
 - o (3) 20 Tons
 - o (3) 35 Tons
 - o (2) 25 Tons
- VAV Vertical with GreenSpeed Intelligence
- 460-3-60
- EconoMi\$er
- Modulating Power Exhaust
- Al/Cu Condenser, Al/Cu Evaporator with Variable Compressor
- Galvanized Drain Pan
- 2-inch Filter Track
- Outdoor or Return Air RH Senso
- Hail Guard
- Line Voltage Terminal Block
- Supply fan motor with Variable Frequency Drive (VFD) without VFD Bypass
- Plugged Filter Indicator with Extended Lube Lines and Return Air CO2 Sensor
- Standard Ambient
- Bacnet
- Factory Authorized Start up

Warranty: Standard One (1) Year Parts/Labor and Five (5) Year Compressor

Exclusions: Electric Heat, Convenience Outlet, Curbs, Extended Parts Warranty

TAG: 27-8

- (1) Model: 50LC
- 460/3/60
- Two Stage Cooling Capacity (3-5 Tons)- Three Stage Cooling Capacity, Control With TXV (6-10 Tons)
- 3 Tons (04)
- Standard Packaging
- Indoor Fan Medium Static Option Belt Drive
- Standard Low Leak Enthalpy Economizer with Barometric Relief
- Al/Cu Condenser Coil, Al/Cu Evaporator Coil

- Power Exhaust
- Return Air Smoke Detector and CO2 Sensor
- Bacnet
- VAV-RTU Open controller, VAV-RTU Open controller, VAV-RTU Open controller
- Factory Authorized Start up

Warranty: Standard One (1) Year Parts/Labor and Five (5) Year Compressor

Exclusions: Convenience Outlet, Curbs, Extended Parts Warranty

ITEM B: RTU Turnkey Installation

TAGS:27-1 Thru 27-9

- Fully disconnect existing RTUs from power, controls, duct and drains
- Utilizing a crane remove RTUs and dispose of units
- Furnish existing curb with new airtight foam insulation to prevent air leaks
- Set new RTUs on existing, freshly sealed curbs
- Reconnect all high voltage, and control wiring and static pressure tubes
- Reconnect any disconnected duct that may have been taken loose
- Install all field mounted accessories (economizers, hail guards, CO2 monitors, etc.)
- Remount all lightning protection in same locations as it was removed from
- Flush piping and remake all condensate drain connections
- Perform Carrier authorized Startup of RTUs
- Coordinate with controls contractor to perform BMS startup and function testing
- Perform factory authorized owner's training on both RTUs and BMS system

ITEM C: Carrier i-Vu Equipment and Installation

- Provide web-based Carrier i-Vu Building Automation Systems platform including the following:
- Provide integration to the Carrier BACnet controller provided with new VAV rooftop units RTU-1-9:
- Provide integration to the Carrier BACnet controller provided with constant volume rooftop unit RTU-8:
- Provide new Carrier dual IP VAV controllers for fifty-seven (57) VAV terminal units:
- Provide Carrier routers, controllers, and ancillary devices to support the equipment listed above.
- Provide programming, logic, database configuration, and graphics to support the equipment listed above and execute the required sequence of operations.
- Provide start up and verification of proper operation of system inputs, outputs, and sequences.
- Provide eight (8) hours of onsite training.
- Provide engineered drawings and submittals.
- Provide one-year warranty on parts and labor.

Exclusions: Furnishing, mounting and wiring of duct mounted smoke detectors, existing shall remain. Testing and balancing (T&B) service, Interlock control wiring and monitoring of fire, smoke and fire/smoke dampers, existing shall remain

ITEM D: Carrier Controls Service Agreement

- Provide a quarterly maintenance service agreement for a term of five years upon acceptance of this proposal.
- Each quarterly service visit shall include eight (8) hours of on-site support from a Carrier Controls technician.
- Each quarterly service visit may include some or all of the following items as determined by the Carrier Controls technician.

- Within the five-year agreement, Carrier shall provide a total of two (2) software upgrades to the i-Vu Pro 8.0 license. Carrier typically will release an upgrade to the customer license every 18-24 months. The next anticipated upgrade is version 8.5 and will include feature and security enhancements.
- All work provided in this proposal is subject to the attached Carrier terms and conditions.
- Hourly Service rate to be performed at \$155 per hour

Exclusions: Replacement of Carrier controllers and control devices, except within the scope of the new HVAC controls system project contract.

Pricing

RTU Equipment and Installation	\$533,063
i-Vu Equipment and Installation	\$180,203
i-Vu 5-Year Service Agreement	\$31,900
TOTAL DELIVERED PRICE (Not Including Taxes)	\$745,166
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Thank you for considering MJEC for the above referenced project. This proposal is valid through 1/31/2023. Due to the current volatility in the global logistics infrastructure, lead times are subject to change without notice. We will do our best to accommodate the project schedule but cannot be held liable for delays to shipments outside our control.

Regards,

Kramer Tokerud HVAC Service Manager McMillan James Equipment Company kramert@mjec.com

Terms and Conditions of Sale

Acceptance and Prices -- This proposal is subject to acceptance within thirty days from date, and the prices are subject to change without notice prior to acceptance by Buyer. Following acceptance by Buyer, the prices stated will be increased by the percentage increase in list prices from those effective on the date of order receipt to those effective on date of shipment unless prices are stated to be firm on the face of this proposal and the conditions of the firm price proposal for release for immediate production and shipment are met. Any delay in shipment caused by Buyer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay. In no event will prices be decreased.

Acceptance of orders for MCMILLAN JAMES EQUIPMENT COMPANY (the "Company") shall be made by the Company or by manufacturers the Company represents.

Performance -- The Company shall be obligated to furnish only the goods described in the Company submittal data (if such data is issued in connection with this order) and as described on the reverse side hereof.

The duty to perform under any order on the part of the Company and the price thereof is subject to the approval of its Credit Department and is also contingent upon strikes, accidents, fires, the inability to procure materials from the usual sources of supply, the requirements of the United States Government (through the use of priorities or preference or in any other manner) that the Company diverts either the material or the furnished product to the direct or indirect benefit of the Government, or upon any like or unlike cause beyond the control of the Company. Upon disapproval of the Credit Department or upon the occurrence of any such event as aforesaid, the Company may delay performance or, as its option, re-negotiate prices and terms and conditions of sale with the Buyer. If the Company elects to renegotiate and the Company and the Buyer are unable to agree on revised prices or terms, the order shall be canceled without any liability.

Taxes -- To the prices and terms quoted add any manufacturer's gross receipts, sales, or use tax, either Federal, State, or Local payable on the transaction under any applicable statute.

Warranty and Liability -- The Manufacturer (or Manufacturers) warrants for a period of 12 months from date of shipment, that the Company products covered by this order (1) are free from defects in materials and workmanship and (2) have the capacities and ratings set forth in the Company's catalogs and bulletins: provided, that no warranty are limited to furnishing f.o.b. factory or warehouse at Company designated shipping point, freight allowed to Buyer's city (or port of export for shipments outside the conterminous United States) replacement equipment (or at the option of the Company parts therefore) for all Company products not conforming to this warranty and which have been returned to the manufacturer. The Company shall not be obligated to pay for the cost of lost refrigerant.

No liability whatever shall attach to the Company until said products have been paid for and then said liability shall be limited to the purchase price of the equipment shown to be defective. The Company will consider backcharges only if they are approved by the Company before any work relating to them commences. Backcharges will not be considered without prior approval.

The Company makes certain further warranty protection available on an optional extra-cost basis. Any further warranty must be in writing, signed by an officer of the Company.

This warranty and liability set forth herein are in lieu of all other warranties and liabilities, whether in contract or in negligence, express or implied, in law or in fact, including implied warranties of merchantability and fitness for particular use. In no event shall the Company be liable for any incidental or consequential damages.

Shipment Dates -- Shipment dates are estimated only. No contract will be made to ship in a specified time unless in writing, signed by an officer of the Company. Shipments shall be f.o.b. factory or warehouse at named shipping point with title passing to the Buyer upon delivery to the carrier by the Company.

Returns -- Goods must not be returned except by permission of the Company, and when so returned will be subject to discount.

Cancellation -- If, following acceptance of this proposal by the Buyer, all or any portion of this order is canceled by the Buyer without default on the part of the Company or without the Company's written consent, the Buyer shall be liable to the Company for cancellation charges including, but not limited to, the Company's incurred costs and such profit as would have been realized by the Company from the transaction had the agreement not been breached by the Buyer.

Payment -- Payment terms for goods shipped there under will be Net 30 days unless contrary terms appear on the face hereof or unless otherwise expressly agreed to in writing by the Company. The Company will in no case accept retention of funds by the Buyer, whether it is being held "pending owners acceptance" or for any other reason. The Company reserves the right to add to any account outstanding for more than 30 days a service charge of 1 1/2% of the principal amount due at the end of each month, or the maximum allowed legal interest rate, if a lesser amount. In the event of a lawsuit, 33 1/3% of the invoice amount will be added to the invoice for all legal expenses incurred.

Acceptance of Proposal: The above prices and
Specifications are satisfactory and hereby accepted.
Payment will be made as outlined above.

X Print Name:	
X Signature:	
Date:	