



AirCon Carolina, Inc.

September 7, 2021

Mr. Eric Johannesen
Thomasville City Schools
400 Turner Street
Thomasville, NC 27360

Subject: Thomasville High School – Gymnasium HVAC Renovation
AirCon Carolina Proposal No. 21-0093 R1

Dear Mr. Johannesen:

Below is our proposal for the HVAC renovation of the Gymnasium building at Thomasville High School. The objective of the renovation is to provide the following:

- Two (2) New HVAC Units to provide Heating, Cooling, and Ventilation for the Gymnasium.
- One (1) New HVAC Unit to provide Heating, Cooling, and Ventilation for the Front Entrance Lobby and Concessions area.
- Five (5) New Packaged Rooftop Units to provide heating and cooling to the Locker Rooms, Dressing Rooms, Weight Room and Wrestling Room.
- Replace six (6) exhaust fans serving the Locker Rooms, Dressing Rooms, Weight Room, Wrestling Room and Lobby Restrooms sized for proper airflow per current code requirements.
- Provide and install two (2) new gas fired domestic hot water heaters and a single storage tank in the existing boiler room.

Scope of Work

Gymnasium

- Abandon in place the existing H&V-5, 6, 7, & 8 and Exhaust Fans EF-1, 2, 3, & 4 serving the Gymnasium.
- Provide and install two (2) new nominal 25 ton gas fired rooftop packaged units to serve gymnasium including:
 - Horizontal Discharge Roof Curb
 - Economizer w/ Power Exhaust
 - Hot Gas Bypass Capacity Control
 - BACnet communication
- Provide new sheet metal supply and return duct from new units through upper wall into gymnasium.
- Provide and install new fabric supply duct inside gymnasium.
- Provide and install control wiring and devices as required for stand-alone control.



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Front Entrance Lobby / Concessions

- Provide and install one (1) new nominal 7.5 ton gas fired rooftop package unit including:
 - Roof Curb
 - Economizer w/ Barometric Relief
 - BACnet communication
- Provide and install eight pieces of ceiling mounted air-distribution including six (6) Supply diffusers and two (2) Return Air Grilles.
- Provide and install eight (8) roof curbs for duct penetrations.
- Provide and install insulated roof mounted ductwork from new unit through new roof penetrations to new ceiling mounted air distribution including flex connections at each diffuser or grille.
- Replace Exhaust Fan EF-5 with a new fan properly sized per current code requirements.
- Provide and install control wiring and devices as required for stand-alone control.

Locker Rooms, Dressing Rooms, Weight Room and Wrestling Room

- Provide and install five (5) new gas-fired rooftop package units as follows:
 - One (1) nominal 3-ton unit to serve the Girls Locker Room
 - One (1) nominal 2.5-ton unit to serve the Junior Varsity Dressing Room
 - One (1) nominal 3-ton unit to serve the Varsity Dressing Room
 - One (1) nominal 2-ton unit to serve the Weight Room and Wrestling Room
 - One (1) nominal 3-ton unit to serve the Boys Locker Room
 - Each unit will be provided with a factory roof curb, supply air plenum with 4-way diffusers, and return air plenum with grille.
 - Provide and install control wiring and devices as required for stand-alone control.
 - Note: Units are not sized for the ventilation load of the spaces. They are sized for operation with a future DOAS system where the DOAS will condition the ventilation air required.
- Replace Exhaust Fans EF-7, 8, 10, 12, and 14 with new fans properly sized per current code requirements.

HVAC – General – All Areas

- Provide and install new 2 psi natural gas piping from existing meter location at North West corner of the building to all new gas fired equipment provided as part of this proposal. Piping 2-1/2" and larger shall be schedule 40 steel with welded joints and fittings, piping 2" and smaller shall be schedule 40 steel with threaded joints and fittings.
- All new equipment will be started by qualified technician(s).
- Air Balance to be provided by qualified technician(s).



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- Provide design drawings for permit and construction sealed by a professional engineer registered in the State of North Carolina.

Plumbing

- Disconnect and remove two (2) existing oil fired boilers. Existing piping, storage tanks, fuel tanks, and gas venting to be abandoned in place.
- Provide and install two (2) new gas fired condensing domestic water heaters including the following:
 - 199,900 Btu/Hr input with 5:1 turndown
 - 230 GPH at 100°F rise recovery
 - 98% Thermal Efficiency
- Provide and install new PVC venting as required for new water heaters.
- Provide and install one (1) new 257 gallon glass line ASME storage tank.
- Provide and install one (1) new Thermostatic Mixing Valve
- Provide and install one (1) new recirculation pump.
- Provide and install new piping as required in existing mechanical room for new water heaters and tank.
- Insulate new tank and piping as required.
- Provide design drawings for permit and construction sealed by a professional engineer registered in the State of North Carolina.

Electrical

- Provide and install new transformer pad as required for new upgraded service from Duke Energy.
- Provide and install new main panel, actual size to be determined.
- Provide and install all new conduit and wiring from new service to new main panel.
- Refeed existing 400 amp panel from new main panel.
- Provide and install all conduit and wiring and devices as required for all new HVAC equipment included in this proposal.
- Provide design drawings for permit and construction sealed by a professional engineer registered in the State of North Carolina.



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Pricing

Base Price **\$459,895.00**

(FOUR HUNDRED FIFTY NINE THOUSAND EIGHT HUNDRED NINETY FIVE DOLLARS)

Sales Taxes are not included in the above price.

Clarifications

- Pricing is good for thirty (30) days from date of proposal.
- Premium time is not included as part of this proposal. Work shall be performed during normal working hours M-F 7:00am – 3:30pm.
- Project Management and Supervision is included.
- This proposal is subject to our Standard Terms and Conditions.

Exclusions

- Sales Taxes are not included in the above price and will be invoiced separately.
 - If the Purchaser is tax exempt, Form E-595E must be on file.
 - If this is a Capital Improvement Project, Form E-595CI must be on file.
 - If 1 or 2 are not applicable, the entire amount may be subject to tax.
- Performance and Payment Bond
- Liquidated damages
- LEED Requirements including but not limited to IAQ Plan, temporary HVAC equipment, temporary filtration, flush out, waste management, inspection and / or repairs of existing systems, moisture control measures, documentation, etc..
- Any work of a general construction nature, including but not limited to the demolition, installation, or repair of concrete pads, roofing, ceilings, or walls.
- Structural design and or evaluation of existing structure. It is assumed the existing structure is sufficient to support the new services.
- Repairs of existing HVAC equipment. It is assumed that all existing equipment is in good working order.
- Temporary HVAC or use of new equipment for temporary heating or cooling.
- Infection control measures including but not limited to, Partitions, construction barriers, positive or negative pressure fans, scrubbers, or filtration.
- Cutting or patching of roof or wall openings.
- Protection of existing walls, floors, ceilings, furnishings, or finishes.
- Fire alarm system wiring or devices.
- Fire sprinkler system or piping.
- Duct leakage testing.
- Duct cleaning.
- 3rd Party certified test and balance.
- 3D BIM drawings.
- Asbestos removal or abatement
- Painting of duct or piping.
- Anything not specifically described in the scope of work above.



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Thank you for the opportunity to provide this quotation.

Respectfully,

Derek M. Bull, P.E.

Vice President

cc: Hadi Dabar, P.E., President
cc: Andy Sawyer, S.M.
cc: Dean Gerner, V.P.
cc: Martin Dailey, P.M.
cc: Dale Hopkins



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AIRCON CAROLINA, INC – STANDARD TERMS AND CONDITIONS

"ACC" shall mean AirCon Carolina, Inc.

Controlling Terms & Conditions: This Agreement, upon Buyer's acceptance, is made solely on the terms and conditions stated herein, despite any additional or conflicting terms and conditions which may be contained in any purchase order, contract document between Buyer, an owner, or other contractor, or any other form of Buyer, all of which additional or conflicting terms are hereby rejected by ACC. No waiver of or modification to these terms and conditions shall be valid unless made in writing and signed by an authorized representative of ACC. The terms of any written proposal made by ACC and these Terms and Conditions shall constitute the entire agreement of the parties.

1. Acceptance: Any ACC proposal/quote is submitted for acceptance within 30 days from the date of proposal. Prices are firm after acceptance provided the Buyer releases the order for production within 60 days of placement. Typographical and clerical errors in quotations, orders and acknowledgments are subject to correction. Buyer is deemed to have accepted any ACC proposal to purchase goods when Buyer either (a) receives and retains an acknowledgement from ACC without written objection for 10 days, (b) accepts delivery of all or any part of the goods ordered, (c) provides to ACC delivery dates, shipping instructions, or other instructions, or (d) otherwise executes or assents to any ACC proposal or these terms and conditions.

2. Terms of Payment: Buyer shall pay ACC at the time Buyer sign this Agreement an advance payment equal to Fifteen percent (15%) of the contract price for mobilization costs. Said advance payment shall be credited against the final payment (but not any progress payment) due hereunder and Buyer agrees to pay monthly progress billing, net thirty (30) days from date of ACC's invoice to Buyer. Interest at the rate of 1 1/2 per month will be charged after the 30-day period until payment is received. Buyer shall pay all costs of collection incurred by ACC including, but not limited to, reasonable attorneys' fees, collection agency fees and court costs. ACC may suspend all further services hereunder if Buyer's payment is more than 30 days overdue or if Buyer's credit, at the sole judgment of ACC, is impaired at any time. Title to all goods and to any and all additions and accessories thereto and substitutions therefore, shall remain with ACC until it receives full payment of the purchase order.

3. Taxes: Buyer shall pay to ACC, in addition to the contract price, all sales, use, excise, privilege or other taxes imposed by any local, state or federal taxing authority payable by ACC in connection with the services or materials furnished hereunder.

4. Shipments: All shipments are f.o.b. factory or, if shipped from another location, f.o.b. point of shipment with charges either allowed, added to invoice, or collect as noted.

5. Claims: The responsibility of ACC ceases upon delivery of material in good order to the jobsite. As all goods are shipped at buyer's risk, any claims for damage or shortage or loss in transit must be filed by the buyer against the transportation company. (ACC will assist the Buyer in any reasonable way possible in the filing and collection for any claim for damages and/or losses while in transit.)

6. Warranties: ACC extends to buyer the manufacturer's warranty, and manufacturer's warranty is in lieu of any warranties contained in any applicable project conditions, plans, or specifications unless specifically stated otherwise. ACC ITSELF MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ACC SHALL HAVE NO LIABILITY FOR ANY DIRECT DAMAGES BY REASON OF FAILURE OF THE EQUIPMENT TO OPERATE OR A FAULTY OPERATION OF THIS EQUIPMENT. ACC SHALL NOT BE HELD RESPONSIBLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIQUIDATED DAMAGES OR LOSSES (INCLUDING BUT NOT LIMITED TO LOSS OF USE,



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INCOME, PROFIT OR PRODUCTION, OR SPOILAGE OR INCREASED COST OF OPERATION) RESULTING FROM THE INSTALLATION, OPERATION OR USE OF THE EQUIPMENT.

7. Limitation of Remedy: ACC shall have no liability for any damage caused by negligence, accident, misuse, improper storage, improper installation, improper service, maintenance or operation by Buyer or any third party. ACC liability (whether under theories of warranty, negligence, strict liability or contract) is limited solely to repair or replacement of equipment or its parts by ACC or its duly authorized representative or at ACC's option & its sole discretion, refund of the purchase price, & the foregoing shall be the sole & exclusive remedy against ACC. In no event shall ACC's liability with respect to the goods or their non-delivery exceed the purchase price paid by Buyer to ACC. Buyer shall have no right to consequential or incidental damages or to any remedy not hereinbefore described. Any claim by Buyer against ACC with respect to the goods is deemed waived by Buyer unless submitted to ACC in writing within ten (10) days of the date Buyer discovered or by reasonable inspection should have discovered, the basis for such claim.

8. Indemnification: To the fullest extent permitted by law and except as provided in this Paragraph, Buyer shall indemnify, hold harmless and defend ACC and its directors, officers, employees and agents from and against all claims, demands, liabilities, suits, judgments, awards, or expenses of any kind (including reasonable attorneys' fees and costs incurred defending such claims or demands regardless of whether they result in legal action or are prosecuted to final judgment or award), which result from any alleged damage, loss of and/or injury to property or injury to and/or death of any person, arising from Buyer's purchase or use of goods sold by ACC. Buyer shall indemnify ACC against, without limitation, liability arising from any acts or omissions whether deemed negligent, accidental or intentional, which are caused, in part, by the active or passive negligence or other fault of ACC. To the fullest extent permitted by law, the obligations of defense and indemnification set forth herein shall be binding upon Buyer no matter what the nature of the claim asserted may be (whether it be for negligence, warranty, strict liability, or otherwise) and shall be binding even if ACC is alleged or proven to have acted negligently; provided, however, that Buyer shall have no obligation to provide indemnification to ACC if the claim asserted arises in negligence and is finally adjudicated to have arisen solely from the negligence of ACC. Buyer shall also indemnify and hold harmless ACC from all liability for taxes owing in connection with its purchase of goods. The obligations and rights to indemnity herein shall not negate, abridge or reduce other such rights or obligations under law.

9. Delays / Penalties: ACC shall not be liable for failures or delays in making delivery hereunder when such failure or delay results from an act of God or the public enemy, accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lock-outs, labor troubles, riots, sabotage, embargo, wars (whether or not declared and whether or not the United States is involved), federal, state or municipal law, ordinance, rule, regulation, order license, priority, seizure, requisition or allocation or other restrictions, failure or delay of transportation, shortage of or inability to obtain supplies, equipment, fuel or labor or any other circumstances of a similar or different nature beyond the reasonable control of ACC. No penalty clause of any kind (for delays or otherwise) will be effective unless approved in writing by an officer of ACC.

11. Cancellations / Returns: If the order is canceled through no fault of ACC, the Buyer shall reimburse ACC for all expenses, costs, losses and damages incurred by ACC in connection with this order and its cancellation. Goods may not be returned except by permission of a representative of ACC and when so returned, shall be subject to handling and transportation charges.

12. Prices: Unless otherwise notified, prices on proposals will be held firm provided the order is approved within 60 days of placement. Orders released after 60 days from date of customer's purchase order may be subject to escalation.