



CITY OF SUFFOLK

P.O. BOX 1858, SUFFOLK, VA, 23439-1858, T: (757) 514-7520; FAX (757) 514-7524

ADDENDUM NO. 02

City of Suffolk
IFB #20083-AG
June 26, 2020

Purchasing Division
442 W. Washington Street, Room 1086
Suffolk, VA 23434-5237
Phone: (757) 514-7520 / Fax: (757) 514-7524
<http://www.suffolkva.us/purchasing>

Bennett's Creek Recreation Center Renovation

See Attached Addendum No. 02

Contract Officer: _____ *Amy Gardner* _____
Amy Gardner, CPPB, Senior Buyer

If you have any questions regarding this Addendum, please contact Amy Gardner, Senior Buyer at agardner@suffolkva.us.

Bidding Addendum

Addendum No. 02 for Bennett's Creek Recreation Center Renovation: Comm. No. 215021, dated May 20, 2020.

To: All Bidding Document Holders of Record

From: Wiley|Wilson
Lynchburg, Virginia

This Addendum contains 3 pages, listed attachments, and modifies the specifications and Invitation for Bid. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject bidder to disqualification.

Pre-Bid Questions and Clarifications

Permits and Fees Covered by the City:

- Building Permit Fee
- Water & Sewer/HRSD Connection Fee
- DEQ Permit Fee
- Storm Water Utility Fee

Permits and Fees Covered by the General Contractor:

- Mechanical Permit Fee
- Plumbing Permit Fee
- Electrical Permit Fee
- Land Disturbance Permit Fee

Add the follow paragraphs to Section 011000 – SUMMARY:

1.8 WORK UNDER OWNER'S SEPARATE CONTRACTS

- A. Work with Separate Contractors: Cooperate fully with Owner's separate contractors, so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under Owner's separate contracts.
- B. Concurrent Work: Owner will award separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with Work under this Contract.
 - 1. CTSI: .Security and Access Control Systems (G.C. to coordinate the installation of conduits, correct door frames, junction boxes, etc. for the install of security video cameras, electronic door strikes, access card readers, etc. as per plans).
 - 2. FSI: Furniture and Modular Office Systems (G.C. to coordinate with FSI on electrical and data connections for office systems furniture installation).
 - 3. Tri-City Communications: Data and Communications Wiring (G.C. to coordinate with Tri-City Communications on conduits, cable trays/raceways, termination boxes, etc. for the installation of data and communications cabling).

1.9 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OFCI) PRODUCTS

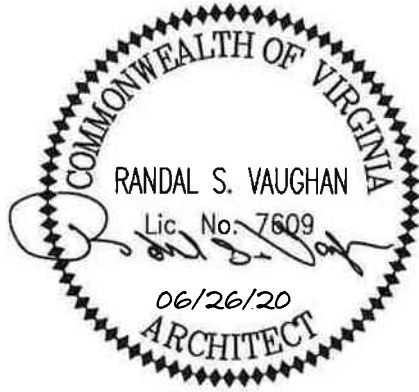
- A. Owner has negotiated Product Purchase with suppliers of material and equipment to be incorporated into the Work. Owner will assign these Product Purchase contracts to Contractor. Include receiving, handling, storage if required, and installation of material and equipment in the Contract Sum unless otherwise indicated.
- B. Owner's Responsibilities: Owner will furnish products indicated and perform the following, as applicable:
 - 1. Provide to Contractor contact information for vendors supplying Owner purchase products.
 - 2. Suppliers will provide list of Products purchased, earliest delivery dates, Product Data, Shop Drawings, and Samples.
 - 3. Provide for delivery of Owner-furnished products to Project site.
 - 4. Obtain manufacturer's inspections, service, and warranties.
- C. Contractor's Responsibilities: The Work includes the following, as applicable:
 - 1. Designate delivery dates of Owner-furnished products in Contractor's construction schedule, utilizing vendor-furnished earliest available delivery dates.
 - 2. Review Owner-reviewed Product Data, Shop Drawings, and Samples, noting discrepancies and other issues in providing for Owner-furnished products in the Work.
 - 3. Receive, inspect for damage, unload, handle, store, protect, and install Owner-furnished products.
 - 4. Make building services connections for Owner-furnished products.
 - 5. Protect Owner-furnished products from damage during storage, handling, and installation and prior to Substantial Completion.
 - 6. Repair or replace Owner-furnished products damaged following receipt.
- D. Owner-Furnished/Contractor-Installed (OFCI) Products:
 - 1. Major HVAC equipment will be provided by DamuthTrane. This equipment is identified in the equipment schedule on drawing M601 by note in the equipment schedules as "Government Furnished, Contractor Installed". See attached proposals in Addendum 02.
 - 2. All other HVAC equipment not so noted will be included within the Contractor's bid.

ATTACHMENTS

- Proposals
 - Trane Equipment Proposal # PN20-137 dated 6/25/2020.
 - DAMUTH Services, Inc. DDC Controls Systems Proposal # PN20-137 dated 6/25/2020.

End of Addendum No.02

Seal of Architect



WILEY|WILSON


Randal S. Vaughan



Proposal

(Valid for 30 days from Proposal date)

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.

DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

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Prepared For:
City of Suffolk
Attn: Gerry Jones

Date: June 25, 2020

Proposal Number: PN20-137

Job Name:
Bennett's Creek Rec Center

Engineer:
Wiley Wilson

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

Tag Data - Trane - Mitsubishi VRF Outdoor Unit (Qty: 1)

Item	Tag(s)	Qty	Description
A1	HR-1	1	Trane - Mitsubishi VRF Outdoor Unit

Product Data - Trane - Mitsubishi VRF Outdoor Unit

Item: A1 Qty: 1 Tag(s): HR-1

TURYE3843BN40AN Heat Recovery Outdoor Unit

- o (2) TURYE1923AN40AN Modules
- o (3) CMY-R160-J1 Joint Pipe Adapters
- o **5 Year Parts & Labor Warranty**
- o **Start up assistance by Damuth Services**

Tag Data - Trane - Mitsubishi VRF Indoor Units (Qty: 24)

Item	Tag(s)	Qty	Description
B1 thru B24	FCU-1 thru FCU-24	24	Trane - Mitsubishi VRF Indoor Units

Product Data - Trane - Mitsubishi VRF Indoor Units

All Units

Indoor units of type scheduled

- Grilles on ceiling cassette types (Fld)
- Condensate Pumps for Wall mounted FCUs (Fld)
- **5 Year Parts & Labor Warranty**

Tag Data - Trane - Mitsubishi VRF Branch Controllers (Qty: 4)

Item	Tag(s)	Qty	Description
C1 thru C4	BC-1 thru BC-4	1	Trane - Mitsubishi VRF Branch Controllers

Product Data - Trane - Mitsubishi VRF Branch Controllers

Item: C1 thru C4 Qty: 4 Tag(s): BC-1 thru BC-4

- (1) 16 Branch Main Branch Controller
- (2) 8 Branch Sub Branch Controllers
- (1) 4 Branch Sub Branch Controller

Tag Data - Trane - Mitsubishi VRF Controls (Qty: 25)

Item	Qty	Description
D1	1	Trane - Mitsubishi VRF Controls – Main Controller
D2	24	Trane - Mitsubishi VRF Controls – FCU Controllers

Product Data - Trane - Mitsubishi VRF Controls

Item: D1 Qty: 1

- (1) TW-50A Centralized Controller (Fld)
 - BACnet Master license

Item: D2 Qty: 24

- (24) TAR-40MAAU Wired Controllers (Fld)

Notes for Items A thru E:

1. **All Accessories Must Be Field Installed By The Mechanical Contractor.**
2. **Not Included: Corrosion Coatings, Spare Filters, Refrigerant, Refrigerant Specialties, External Vibration Isolation, Disconnect Switches, Air Balancing & Installation.**

Tag Data - Packaged Gas/Electric Units (Qty: 2)

Item	Tag(s)	Qty	Description	Model Number
F1	AHU-1	1	20 Ton Packaged Unitary Gas/Electric Unit	YHD240G4RVC
F2	AHU-2	1	12 1/2 Ton Packaged Unitary Gas/Electric Unit	YHD150G4RVC

Product Data - Packaged Gas/Electric Units**All Units**

Packaged Unitary Gas/Electric Units of sizes above - High efficiency
460/60/3

Single zone VAV

Gas Heat - Modulating

Economizer Dry Bulb 0-100% with barometric relief

Hinged panels/2" Pleated Filters MERV 8

Standard condenser coil with hail guard

Unit mounted non-fused disconnect

Powered convenience outlet

Air-Fi wireless communications interface

Dehumidification-hot gas reheat

Demand ventilation controls

Wall Mounted CO2 sensor (Fld)

Ventilation module (Fld)

30" tall horizontal supply and return conversion curb (Fld)

Startup/ Checkout & 5 Year Parts & Labor Warranty by Damuth Services

Notes for Item F:

1. **All Accessories Marked (Fld) Must Be Field Installed By The Mechanical Contractor.**
2. **Not Included: Smoke Detectors, Door Switches, Concentric Diffusers, Service Lights, Double Wall, Return Air Bypass Damper, Corrosion Coatings, Air Balancing, Maintenance Service, & Installation.**

Tag Data – Trane Horizon Rooftop Unit (Qty: 1)

Item	Tag(s)	Qty	Equipment Description	Model Number
G1	DOAS-1	1	Trane Horizon Rooftop Unit	OADG015C3

Product Data – Trane Horizon Rooftop Units**Item: G1 Qty: 1 Tag(s): DOAS-1**

Airflow Configuration: Vertical Discharge/Vertical Return

Indoor Coil Type: DX 6-Row

Reheat: Fin & Tube Modulating HGRH

Compressor: Digital Scroll-1st Circuit Only

Supply Fan Motor Type: Direct Drive w/VFD

Exhaust Fan Motor Type: Direct Drive w/VFD

Heat Type - Indirect Fired - Standard Efficiency (80%)

Unit Controls: Single-Zone VAV - UC600 controller

Building Interface: BACnet

Filter Options: MERV-8, 30% <1 set>

Energy Recovery: ERV-Composite Construction Enthalpy Wheel with Frost Control and Bypass

Damper Options: 100% OA 2-Position Damper w/RA 2-Position Damper

Exhaust Dampers: Isolation Dampers

Electrical Options: Non-Fused Disconnect

Outdoor Air Monitoring: Airflow Probes

Condenser Fan Options: Active (VFD) Head Pressure Control

Convenience Outlet: Convenience Outlet

2 inch Double Wall Construction

Stainless Steel Drip Pan

14" Roof Curb For Flat Roof (Fld)

Startup/Checkout & 5 Year Parts & Labor Warranty by Damuth Services

Notes for Item G:

1. **All Accessories Marked (Fld) Must Be Field Installed By The Mechanical Contractor.**
2. **Not Included: Smoke Detector, Service Lights, APR Valve, Corrosion Coatings, Service & Maintenance, Training, Spare Filters, Air Balancing & Installation.**

Tag Data - Electric Heaters (Qty: 3)

Item	Tag(s)	Qty	Description
H1	EUH-1, EUH-2	2	Electric Unit Heaters
H2	EUH-3	1	Electric Wall Mounted Unit Heaters

Product Data - Electric Unit Heaters

Item: H1 Qty: 2 Tag(s): EUH-1, EUH-2

Electric Unit Heater
 3.3 kW Unit Capacity
 208/60/1
 Thermostat (Fld)
 Disconnect Switch (Fld)
 Mounting Bracket - Horizontal Discharge (Fld)
5 Year Parts & Labor Warranty

Item: H2 Qty: 1 Tag(s): EUH-3

2 kW Unit Capacity
 208/60/1
 Thermostat
 Wall Box
5 Year Parts & Labor Warranty

Notes for Items H:

- 1. All Accessories Marked (Fld) Must Be Field Installed By The Mechanical Contractor.**
- 2. Not Included: Service & Maintenance, Training, Spare Filters, Air Balancing & Installation.**

This proposal is subject to your acceptance of the attached Trane terms and conditions (Equipment).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____	_____
Authorized Representative	Submitted By: Eric Jones
_____	Office: (757) 558-0200
Printed Name	_____
_____	Authorized Representative
Title	_____
Purchase Order _____	Title
_____	_____
Acceptance Date _____	Signature Date
_____	_____

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc..

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

3. Pricing and Taxes. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at Company's factory not later than 3 months from order acceptance. If such release is received later than 3 months from order acceptance date, prices will be increased a straight 1% (not compounded) for each 1 month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after the date of order acceptance, the prices are subject to renegotiation or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

4. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

5. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

6. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

7. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company. Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

8. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

9. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

10. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

11. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS) EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

12. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

13. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

14. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

15. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

16. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

17. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is

shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0420)
Supersedes 1-26.130-4(0614)



PROPOSAL

1100 Cavalier Blvd.
Chesapeake, VA. 23323
(757) 558-0200
(757) 558-9715 Facsimile
(800) 768-4257 Toll Free

Customer
City of Suffolk

Number
PN20-137

Date
6/25/2020

Job Name
Bennett's Creek Rec Center

Attention: Gerry Jones
TEL: (757)
FAX: (757)

DAMUTH Services, Inc. is pleased to provide this proposal to provide Trane DDC controls system including labor, materials and installation as per specification section 230923 and project plans M-001 thru M703 dated 12-18-19. Trane controls are fully coordinated for use with Trane equipment

Includes:

- Integration into the Suffolk City Wide Trane Ensemble System
- Trane Ensemble add license with four (4) year software upgrade
- One (1) Operator Workstation
- Trane Web Based Building Controller to interface with the mechanical equipment DDC controllers. Requires LAN connection (to be provided by owner)
- Trane Building controller four (4) year software upgrade
- Control of the following mechanical systems including:
 - Dedicated Outdoor Air Unit (DOAS-1)
 - Two (2) Air Handling Units (AHU-1 & AHU-2) Trane Air-Fi Wireless
 - Variable Refrigerant System (VRF):
 - DDC System BACnet Integration
 - Twenty-Four (24) VRF Indoor Units (FCU-1 thru FCU-24)
 - Four (4) VRF Branch Controllers (BC-1 thru BC-4)
 - One (1) VRF Heat Recovery Unit (HRU-1)
 - Makeup Air Unit (MAU-1) Greenheck or others: Communications to manufactures installed BACnet controls DDC Interface for DDC Monitoring as specified
 - Three (3) Exhaust Fans (EF-1, EF-2, EF-3)
 - Domestic Water Package Booster Pumps: interface to factory controller auxiliary contacts for system alarm and pumps status per 221123.13
- Programming and software set-up by Trane Controls Technician
- Controls wiring installed per NEC
- Controls system engineering
- Equipment and floor plan graphics
- Controls schematics and wiring diagrams
- Two (2) year labor and materials warranty
- This proposal is based on work to be performed during normal working hours
- Eight (8) hours training for owner's personnel
- Commissioning by third-party commissioning agents
- DDC Control System Spare Parts as specified in section 230923.1.8





PROPOSAL

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Does Not Include:

- Kitchen Hood (KH-1) control system or wiring
- Large Ceiling Fans (Various)
- Any work other than listed above
- Any power Wiring
- LAN connection(s) by others
- Smoke Detectors, wiring or interface with Fire Alarm Control Panels
- Installation of control valves, temperature sensor wells, pressure taps and associated piping or control dampers
- Furnishing or wiring of fire dampers, smoke dampers, combination fire/smoke dampers, volume dampers, balancing dampers or backdraft dampers.

Prices quoted are FIRM.
If estimates, Damuth Trane reserves the right to revise this quote as the work progresses and we acquire knowledge not available at the time of quote. Customer will be advised at that time of any change and before work progresses.

Authorized Signature _____

Eric Jones
Account Manager

ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature _____

P.O. # _____

Date of Acceptance _____

Price includes all taxes. See attached for terms and conditions of sale upon which this proposal is based.

General Terms and Conditions

1. **Acceptance and Prices.** This proposal is subject to acceptance within thirty (30) days from submittal date.
2. **Contract Price and Taxes.** The contract price includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof only for equipment and material installed by Damuth Trane. Equipment sold on an uninstalled basis and any taxable labor does not include sales tax and taxes will be added.
3. **Construction Procedures.** Damuth Trane shall supervise and direct the work using its best skill and attention and have exclusive control over constructions means, methods, techniques, sequences and procedures.
4. **Payment.** The account is due and payable thirty (30) days from date of invoice. Finance charges of 1½% per month are assessed on account balances after thirty (30) days. In the event the account must be referred to an outside agency for collection, the buyer agrees to pay all fees, including reasonable attorney's fees, incurred in the collection of the amounts due and otherwise enforcing these terms and conditions. Damuth Trane may invoice the Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. Damuth Trane may progressively bill the Customer at different stages of completion for work performed. No retention shall be withheld from any payments except as expressly agreed in writing by Damuth Trane, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Damuth Trane may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. The Customer shall be liable to Damuth Trane for all reasonable shutdown, standby and start-up costs as a result of the suspension.
5. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Damuth Trane, all dates provided by Damuth Trane or its representatives for commencement, progress or completion are estimates only. While Damuth Trane shall use commercially reasonable efforts to meet such estimated dates, Damuth Trane shall not be responsible for any damages for its failure to do so.
6. **Access.** Damuth Trane and its subcontractors shall be provided access to the work site during regular business hours, or such other hours as may be requested by Damuth Trane and acceptable to the work site owner or tenant for the performance of the work, including sufficient areas for staging, mobilization, and storage. Damuth Trane' access to correct any emergency condition shall not be restricted.
7. **Warranty and Liability.** Damuth Trane will complete all work in a workmanlike manner according to standard trade practices and will guarantee our services for one (1) year from completion, subject to the exclusions and conditions set out below.
 - A. All parts and equipment supplied by Damuth Trane carry the manufacturer's warranty. Damuth Trane does not separately warrant parts and equipment.
 - B. The owner/operator has the responsibility and obligation to supply proper and adequate power to the equipment covered by this warranty and to operate it properly according to the manufacturer's instructions. This parts and labor warranty does not apply if failure is caused by power deficiency, lightning, single phasing, phase reversal, negligent operation or maintenance, or circumstances beyond the control of Damuth Trane, such as vandalism, fire, or acts of God.
 - C. No liability whatsoever shall be attached to Damuth Trane until the products or services have been paid for and then said liability shall be limited to the purchase price.
 - D. THIS WARRANTY AND LIABILITY SET FORTH IN THE PRIOR PARAGRAPHS ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES EXPRESSED OR IMPLIED IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEROF.
8. **Utilities During Construction.** The Customer shall provide without charge to Damuth Trane all water, heat and utilities required for performance of the work.
9. **Concealed or Unknown Conditions.** In the performance of the work, if Damuth Trane encounters conditions at the work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the work, Damuth Trane shall notify the Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Damuth Trane' cost of, or time required for, performance of any part of the work, Damuth Trane shall be entitled to, and the Customer shall consent by change order to, an equitable adjustment in the contract price, contract time, or both.
10. **Environmental Hazards and Dangerous Substances.** This proposal expressly excludes any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of this agreement elsewhere contained which may authorize or empower the purchaser to change, modify, or alter the scope of work or services to be performed by Damuth Trane shall not operate to compel Damuth Trane to perform any work related to hazards without Damuth Trane' express written consent.
11. **Indemnification.** Damuth Trane agrees to indemnify and hold harmless the Customer from any and all claims and liability for personal injury or property damage resulting from the acts of negligence or other misconduct by Damuth's employees. Customer likewise agrees to indemnify Damuth from any and all claims and liability for personal injury or property damage resulting from negligence or other misconduct by Customer's employees. If the parties are both at fault, then this obligation to indemnify shall be proportionate to the relative fault of each party. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS) OR PUNITIVE DAMAGES. IN NO EVENT SHALL DAMUTH TRANE BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.
12. **Insurance.** Upon request, Damuth Trane will furnish evidence of its standard insurance coverage. If the Customer has requested to be named as an additional insured under Damuth Trane' insurance policy, Damuth Trane will do so but only to the extent of Damuth Trane' indemnity assumed under the indemnity provision contained herein. Damuth Trane does not waive any rights of subrogation.