



CITY OF LOGANVILLE

Loganville, GA

CONTROL CONCEPTS, LLC

Technical Support Program
For

CITY OF LOGANVILLE

ENERGY MANAGEMENT SYSTEM



CONTROL CONCEPTS, LLC.

3550 North Parkway, Suite 100
Cumming, GA 30040
770-888-0181

Proposal: TSP-16-02
Renewal
January 2023



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EXECUTIVE SUMMARY

The City of Loganville current facility (Old Loganville Elementary) currently has the **INTREO** Energy Management System controlling the HVAC equipment. The Energy Management System is controlling the Heating, Ventilation & Air Conditioning Systems which include the Central Plants, Air Handling Units, Roof Top Units and terminal units throughout each facility. In addition, the EMS System monitors the instantaneous energy usage and performs appropriate load shedding strategies.

CCI's focus will be partnering with *The City of Loganville* and protecting their assets and investments. Our Preventative Maintenance program will accomplish this goal and maintain the integrity of these systems by anticipating potential problems which could arise before they affect the operation of the building. This service agreement will also serve to assist *The City of Loganville* Operators to more effectively manage, operate, and maintain these critical facility systems. We look forward to being an extended resource to your staff for Energy Management System needs.

The following items are some key benefits of utilizing a Preventative Maintenance Technical Support Program with Control Concepts, LLC:

1. Maximize utilization of the **INTREO** Energy Management System to increase the energy efficiency and overall operational efficiency of each facility.
2. CCI will provide operator training and support.
3. CCI will provide seasonal system maintenance checkups, component testing, software upgrades, etc. in order to protect the current investment of the **INTREO** Energy Management / Integrated Security System.
4. CCI will provide a guaranteed response time for on-line and on-site response to ensure that the buildings service needs are met during emergencies.
5. CCI will provide annual graphical updates to building modifications and adjustments.
6. CCI's comprehensive Technical Support Program addresses and meets the specific needs, goals and objectives for *The City of Loganville*.

SERVICE-CORE VALUES

The Corporate Core Values for **Control Concepts, LLC** define the pride we take in our customer relationships. These Values include:

- Act with Honesty and Integrity
- Show Respect for ALL Stakeholders
- Exceed Customer Expectations
- Seek “Win-Win” Solutions
- Demonstrate Spirit and Drive
- Pursue Innovation
- Achieve Premier Safety Performance
- Commit to Energy Efficiency
- Communicate Openly
- Impact Our Community Positively
- Think National. Act Local

We are a Service Oriented Company, dedicated to supporting our customers. Our goal is to partner with you in providing and maintaining building systems and equipment services that helps you to accomplish your goals. We understand the commitment in which investments are made into a portfolio of buildings in an effort to reduce energy and operational costs. We want to be a dependable partner of your facilities team to assure that these investments are protected and maintained. We look forward to continuing to be a partner that “makes a difference” for you and your facility.

OUR SERVICE APPROACH:

CCI has a service team that is dedicated to the on-going partnership with our customers. It is through service support that we build upon and strengthen our relationships with customers. It is important for us to understand your facility goals, operational challenges and needs, as well as understand your business to the extent of understanding the impact that facility operations have to your success. We understand this takes time and we are committed to listening, learning, and making a difference that provides value for each one of our customers. We believe that consistent, open communication with our customers is imperative to assure their specific needs continue to be met. All of this happens through a partnership where the customer is valued from the start and “we” as the service provider, work to be valued by our customers.

PROGRAM IMPLEMENTATION

Control Concepts, LLC understands that proper implementation of a Technical Support Program is critical to ensuring that the HVAC equipment in each building is operating at peak efficiency and the City of Loganville’s investment is protected. To achieve this goal, Control Concepts, LLC. has a committed Project Team.

PROJECT TEAM

The objective of your Control Concepts Team is to achieve your 100% satisfaction. Unity and cooperation among both of our teams is vital to the success of this Technical Support Program. This joined team will work together to give you the highest quality service.

The Program Cooperative Team is shown on the following organization chart.



Control Concepts, LLC Team Members

Jeff Morrison
Sr. Executive Account Director

Jeff Boston
Business Development Manager

Blake Densmore
Construction Operations Manager

Austin Shumbo
Project Manager

Paul Bowman
Service Operations Manager

Mike Peeler
Service Project Manager

Traci VanValkenburg
Service Coordinator

EMS Technicians:

Dan Steinkuehler & Jeff Taylor



City of Loganville Team Members

Mr. Dustin McAlpin
Facilities Director

Mr. Kyle MacKenzie
Director: City Manager

Mr. Danny Roberts
City Manager

Control Concepts, LLC desires a Partnership Relationship with our Customers that will last for the lives of their buildings.

TECHNICAL SUPPORT PROGRAM

SYSTEM PERFORMANCE SERVICES: REVIEW AND EVALUATION

Account Management. We will provide dedicated account management to coordinate the delivery of service, offer technical assistance for system programs and engineered control strategies and implement the quality assurance program.

EMERGENCY SERVICES

Response Window - Monday through Friday, twelve (12) Hours per Day: CCI will provide emergency service between 7am – 7pm, Monday through Friday, including holidays, twelve hours per day to minimize downtime. Emergencies will be determined by City of Loganville Maintenance Personnel and Control Concepts, LLC.

Corrective Maintenance and Component Replacement; Labor & Material not included. CCI will notify City of Loganville of any repair or worn components required to minimize obsolescence and/or to maintain your system in peak operating condition. A proposal will be provided to City of Loganville before work will commence. We will provide labor and material at the current TSP customer rates. (See rate schedule in APPENDIX A).

Emergency On-Site Response: CCI will provide this service between normally scheduled service calls and respond with the next available technician for critical emergencies or next business day for non-critical requests for corrective maintenance during the emergency call window specified.

On-Line Response: CCI will respond via Ethernet within two (2) hours to requests for corrective maintenance during the emergency call window specified above, provided a connection is available. If remote diagnosis determines a site visit is required to complete troubleshooting procedures, we will be on-site within the response time noted above. There are a total of eight (8) hours per year of on-line maintenance support included in this agreement. Additional service will be billed at our prevailing TSP Customer labor rates. (See rate schedule in APPENDIX A)

DOCUMENTATION AND QUALITY ASSURANCE

Documentation of All Service Provided: We will document each on-line and on-site service call and furnish you a copy showing time, date and a brief description of activity. Work orders for on-site system preventive maintenance will list the inspection date, individual to report to, equipment identification, equipment location, work to be performed and any special instructions.

Quality Assurance Program: The assigned account manager and/or project manager will have an annual discussion with *City of Lawrenceville* personnel to review accomplishments, concerns, additional needs, etc. Open communication and up to date information will assure the success of our partnership with *City of Lawrenceville* as well as being assured the goals of *City of Lawrenceville* are being met.

ENERGY MANAGEMENT SYSTEM (EMS) SERVICES

INSPECTIONS:

We will provide **semiannual** or **twice (2) a year** preventative maintenance routine to review the onsite EMS controls at the facility noted. Each on-site inspection will consist of up to 6 hours in order to accomplish the tasks as outlined in this agreement. The Preventive maintenance routines will be in accordance with a program of standard maintenance routines as determined by our experience, equipment application and location, and the manufacturer's recommendations.

- Our Technical Support Programs' success is critically dependent upon the consistent performance of essential system software and hardware maintenance.
- Our proposal includes on-site technical support by an experienced, factory trained service specialist on a semi-annual basis.
- The system specialist's responsibilities will be as follows:
 - Perform point and program diagnostics. Resolve failed and undefined points. Resolve point alarms and operator overrides.
 - Implement requested program changes.
 - Make requested graphic changes.
 - Evaluate critical loops and tune as necessary.
 - Provide assistance, additional training and support for personnel who will be responsible for operating and maintaining the building.

Software

- Check system for any communication failures
- Verify proper trunk communication
- Analyze trunk status
- Perform critical loop tuning as necessary
- Check sequence of operations to ensure proper operation of equipment
- Check for out of range values
- Analyze history blocks
- Check and verify outside air temp sensors for accuracy
- Check for alarm areas and trace problem
- Clear alarm database
- Check for nuisance alarms and make necessary adjustments
- Back up individual site databases (annually)

Hardware

- Perform a system inspection for any variations from normal status shown in software
- Inspect Network Mangers panels for dust and clean during visit
- Check I/O points for integrity of connections

CCI will provide remote inspections. Remote inspections will review the complete system and provide reports of our evaluation and correct any programming problems, scheduling issues and set point adjustments on-line.

Software Services

Annual Integral iNTREO Software Updates: This service is included with this proposal. We will provide and install software updates to maintain or improve present performance within the functional capabilities of your system. These updates occur approximately annually. Changes in software platform or operating system are not included. We will provide software documentation updates as they become available.

Integral iNTREO Graphics Creation: We will create or modify up to two (2) iNTREO graphics per year in order to ensure that the software interface continues to meet your needs.

Integral iNTREO Graphics Backup: We will backup the iNTREO graphics database one (1) time per year. In the event of hardware failure, we will reload the graphics database and system file from current backup copy.

Field Panel Database/System File Backup: We will backup each field panel database and system file one (1) time per year. In the event of memory loss, we will reload the database from our current backup copy.

Field Panel Database Diagnostics: We will perform field panel diagnostics, analyze the results and make recommendations to optimize building control performance within the functional limits of your system.

TECHNICAL SUPPORT PROGRAM PRICING SUMMARY

By and Between:

Control Concepts, LLC.
3550 North Parkway
Suite 100
Cumming, GA 30040

City of Loganville
4303 Lawrenceville Road
Loganville, GA 30052

Control Concepts, LLC. shall provide services and maintenance on City of Loganville School Systems **INTREO** Energy Management as outlined in the attached proposal and terms and conditions dated January 2023.

Duration:

This agreement shall be annually renewable beginning January 1, 2023.

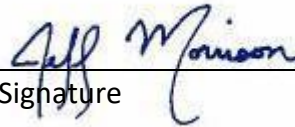
Technical Support Program Pricing Schedule

<u>Year</u>	<u>Coverage Period</u>	<u>Annual Pricing</u>	<u>Monthly Pricing</u>
1	Jan 1, 2023 through Dec 31, 2023	\$ 3,000.00	\$ 250.00
2	Jan 1, 2024 through Dec 31, 2024	\$ 3,120.00	\$ 260.00
3	Jan 1, 2025 through Dec 31, 2025	\$ 3,240.00	\$ 270.00
4	Jan 1, 2026 through Dec 31, 2026	\$ 3,360.00	\$ 280.00
5	Jan 1, 2027 through Dec 31, 2027	\$ 3,480.00	\$ 290.00

Proposal accepted by:

Proposal submitted by:
Jeff Morrison
Control Concepts, LLC.

Signature Date



Signature Date

Approved for Control Concepts, LLC. by:
Paul Bowman
Control Concepts, LLC.

Signature Date

TERMS AND CONDITIONS

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by Control Concepts LLC (hereinafter called "Seller"). The Customer, if so requested agrees to furnish Seller with all information including financial statements, necessary to make a proper credit appraisal. Refusal to supply information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status. Prices are subject to correction for error.
2. **PROPOSALS** Proposals are based upon straight-time labor. Any request by the Customer for overtime work shall be considered an extra. This proposal expires 30 days after its date, subject to the provisions of the first sentence of the paragraph below entitled "Acceptance of Terms."
3. **PROGRESS PAYMENTS** Seller reserves the right to invoice Customer monthly as the work progresses, for all materials delivered to the job site or to an off-site facility and for all work performed on-site and off-site. Engineering, drafting and other mobilization costs incurred prior to installation shall be included in Seller's initial invoice and be equal to fifteen percent (15%) of the contract price. Invoices are due upon receipt by Customer. If the Customer becomes overdue in any progress payment, Seller shall be entitled to suspend work, shall be entitled to interest at the annual rate of 18% or the maximum permitted by the State of Georgia; and also to avail itself of any other legal remedies. Seller shall also be entitled to interest on all amounts retained by Customer from progress payments or otherwise. Customer agrees that he will pay and/or reimburse Seller for any and all reasonable attorney's fees which are incurred by Seller in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** Any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the customer only upon agreement to pay Seller adjustment charge.
5. **TAXES** The amount of any future sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated legally to pay, either on its own behalf of the Customer or otherwise, with respect to the material covered by this proposal, shall be added to such prices and paid by the Customer.
6. **LOSS, DAMAGE OR DELAY** Seller shall not be liable for any loss, damage, or delay occasioned by any causes beyond Seller's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.**
7. **WARRANTY** Seller warrants that the services furnished by it and covered by this proposal are free from defects workmanship under normal service and, without charge, equipment found to be so defective in material or workmanship will be repaired or replaced, if written notice of failure is received by Seller within one (1) year after date of installation, provided said equipment has been operated in accordance with Seller's instructions and provided such defects are not due to abuse, fire or decomposition by chemical or galvanic action. **SELLER HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF EQUIPMENT AND PARTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS IN OR WORKMANSHIP IN EQUIPMENT AND PARTS, NOR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER.** Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not manufactured by it.
8. **PURCHASER'S REMEDIES** The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. **IN NO EVENT SHALL SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OF IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES OR DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.**
9. **PATENT INFRINGEMENT** Seller will hold its Customer and the Owner harmless from infringement of any United States patent covering equipment of its manufacture. This, of necessity, is limited to the equipment per se and cannot be extended to applications of such equipment in a system, except in writing by an officer of Seller. The Customer and Owner shall advise Seller immediately in the event any claims of infringement are brought to their attention.
10. **GOVERNING LAW** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia.
11. **CERTIFICATION** The person whose signature appears on the attached hereof hereby certifies that, to his best knowledge and belief, the annexed bid is not the result of any agreement, arrangement or understanding between the Seller and any other manufacturer or seller of automatic temperature control systems and that the prices, terms or conditions thereof have not been communicated by or on behalf of the Seller to any such person and will not be communicated to any such person prior to the official opening of said bid.
12. **ACCEPTANCE OF TERMS** This proposal shall become a binding contract between the Customer and Seller when accepted in writing by the Customer. Such acceptance shall be with mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order.
13. No waiver, alteration, or modification of the terms and conditions on this and the attached hereof shall be binding unless in writing and signed by an authorized representative of Seller.

APPENDIX A



3550 North Parkway, Suite 100
Cumming, GA 30040

Labor Rates

(For T&M work performed outside of the scope of an active Service Agreement)

EFFECTIVE DATE: JANUARY 1, 2023
(rates are subject to change)

Labor Type	Non-TSP Customer		TSP Customer	
	Regular	Overtime	Regular	Overtime
Onsite Specialist (Automation & Security)	\$185.00	\$277.50	\$140.00	\$210.00
Online / Software Specialist (Automation)	\$225.00	\$337.50	\$170.00	\$255.00
Engineer	\$215.00	\$322.50	\$162.00	\$243.00
Project Management / Supervisor	\$215.00	\$322.50	\$162.00	\$243.00
Electrician	\$170.00	\$255.00	\$126.00	\$189.00
Mileage Rate	\$0.95	\$0.95	\$0.80	\$0.80

*Rates are subject to change.

Minimum Online Service Charge: Service for on-line support will incur a minimum two (2) hour labor charge at the appropriate rate.

Minimum Onsite Service Charge: Service involving travel to the customer site will incur a minimum four (4) hour labor charge plus a trip charge at the appropriate rate.

Trip Charge: Onsite service calls within a 50 mile radius of Atlanta's City Hall will be limited to a mileage charge of \$40.00. Outside of that 50 mile radius, the above mileage rates will apply. Mileage charge is based on total miles round trip from Atlanta's City Hall.

Overtime: Overtime is considered any time worked outside normal business hours (M-F 8:00 am to 5:00 pm) and are billed at one and a half times the applicable regular rate. Sunday/Holiday hours are billed at double the applicable regular rate.

Automation Material Rates: Customers with an active Service Agreement will benefit from a 50% discount off standard list pricing of iNTREO / Delta products. Customers without a Service Agreement will receive a 30% discount off standard list pricing of iNTREO / Delta products.