



CONTROL CONCEPTS

3550 North Pkwy , Suite 100

Cumming, GA 30040

O: (770) 888-0181

f: (770) 888-0186

Date: February 3, 2025
(REVISED February 6, 2025)

To: **MR. DUSTIN McALPIN**
Facilities Director
4303 Lawrenceville Rd
Loganville, GA 30052
c: (404) 787-6667
email: dmcalpin@loganville-ga.gov

Project: **CITY OF LOGANVILLE**
4303 Lawrenceville Rd
Loganville, GA 30052
iNTREO Building Automation Upgrade
Proposal #: 25-JM-138.r1

As discussed, over time, improvements in technology and component ability become available to our customers. The City of Loganville has utilized CCI for their control needs for six years. Over this time, revisions and hardware upgrades have been developed.

NETWORK MANAGER UPGRADE:

BACKGROUND:

Currently, Loganville City Gov't Offices utilize the **iNTREO** Building Automation System with the 'AX' front end. This generation of the Network Manager (NM) for a web-based system was installed between 2008-2019. It utilizes the JAVA platform for it's programming needs. However, this software is no longer what the industry utilizes. Current programming is done on the HTML 5 software platform. In order to upgrade these systems, the **iNTREO** AX front end will need to be replaced with the new **iNTREO** N4 front end/software.

PROPOSED SOLUTION:

CCI will upgrade the existing **iNTREO** AX network manager with the latest version of the **iNTREO** N4 platform. This system will allow you to communicate with the existing controllers and any new **iNTREO** controllers and will also allow system expansion and component replacements. CCI will install the new hardware/software, make all the necessary system adjustments, create/modify graphics, add any necessary programming and verify proper system operation to ensure your system is operating the same as it was prior to the system upgrade. A report of system deficiencies will be provided at the completion of the project. This solution will carry you to the future and will allow your existing controllers to remain in place while gaining the ability to add to the system or replace failed components with the newer available controllers. This Web based system has the ability to communicate on your network using any current computer operating system without any JAVA issues. Further, this allows for complete mobile access to all of the noted sites. CCI will provide (4) four hours of operator training. With this solution you will have peace of mind that repair parts will be available in the future if necessary.

Under this scope, CCI shall:

1. Furnish and install cellular cradlepoint for public facing URL for use by City personnel and CCI service technicians.
 - ✓ CCI to establish cellular connection for system.
 - Note that this will require monthly service fee. The first month is included in this proposal.
 - Once activated, CCI will update TSP to include the monthly service fee after the initial month.
2. Existing front end to be removed and replaced with updated **INTREO** N4 Front end
3. All required software and graphical revisions will be done to update the existing front end to the HTML5 N4 Solution.
4. CCI shall utilize all the existing controllers, sensors and wiring. Any sensors not functioning prior to upgrade will be noted to city and separate pricing may be proposed.

CLARIFICATIONS FOR THIS PROPOSAL (indicated with):

1. All work is to be provided during normal work hours.
2. All low voltage control wiring above lay-in ceilings and inside sheetrock walls to be installed as plenum cable not in conduit. Exposed control wiring (i.e., mechanical rooms) and wiring inside block walls to be in conduit. Concrete walls will require surface mounted raceways. Wiring installed outside and potentially exposed to damage will be run in conduit.
3. Labor, material, engineering, and startup for equipment provided by CCI has been included.
4. One (1) year warranty on parts and workmanship is included.
5. Buy American considerations are included.
6. Custom color graphics will be created for each piece of equipment, controlled or monitored by CCI.
7. OCIP/CCIP insurance.
 - OCIP/CCIP insurance has been Excluded. If OCIP/CCIP is a requirement, we can provide alternate pricing for the administrative costs.
 - OCIP/CCIP insurance has been Included.
8. Unless specifically noted, control dampers are not included in CCI's scope of work. CCI will provide the actuators for the dampers. We assume that the actuator will mount/direct couple to the shaft of the damper provided by others. Our scope does not include any shaft extensions or adaptor plates.
9. Purchase Order:
 - CCI requires a Purchase Order (PO) or Notification to Proceed (NTP) in advance of commencing any work for a project. The Lead Time for projects not requiring a Controls Submittal is Two (2) weeks in advance of commencing work which includes mobilization. In the event the Customer requests reducing the stated lead time, Control Concepts will provide the additional costs related to acceleration of the schedule and will require written approval of these costs before proceeding.
 - Complete engineered submittals and as-built documentation are included. CCI requires a Purchase Order (PO) or Notification to Proceed (NTP) in advance of commencing any work for a project. Projects requiring Controls Submittals require detailed coordination with other Trades. Depending on the scope of the project, the Controls Submittal cannot begin until we have been provided the related approved submittals (which must include wiring diagrams) by the other trades. In many cases, the lead time for Controls Submittals is Eight (8) weeks after receipt of authorization to proceed and the receipt of the approved submittals (including the wiring diagrams) from the other trades. In the event the Customer requests reducing the stated lead time, additional costs may apply.
10. Liquidated Damages:
 - No claim for liquidated or actual damages can be made against Control Concepts (CCI) unless it is proven that CCI is the sole cause of the delay or impact to the critical path of the project. CCI's cost basis at the time of the proposal was derived from the scope of work and project schedule that included completion of critical path items by others and a duration of time for our scope to follow. Should the schedule change (acceleration, compression, or delay), CCI will evaluate and advise of any cost impact via a change order.

11. Project Pricing Considerations:

- In no event shall Control Concepts (CCI) be liable for:
 - (a) Price increases in material or equipment as a result of delays not solely caused by CCI.
 - (b) Delays or price increases resulting from material or equipment shortages in the supply chain.In such event, Control Concepts shall request and be entitled to a Change Order for any changes in the Contract Sum and Contract schedule.

12. COMMISSIONING/3rd Party Commissioning:

- Unless specifically noted, No Allocation of Hours have been included for any commissioning assistance. If commissioning assistance is required, a quote based on required hours can be provided at that time. Contractor specific commissioning/CCI assistance is not included.
- CCI has included xx hours for commissioning assistance. If commissioning assistance is required over this allocation, we can provide additional pricing.
- 3rd Party commissioning assistance is not included. Please add **\$xx,xxx.00** if 3rd party commissioning is required.

13. For coordination of the VRF systems, Mechanical contractor shall provide all required documentation that is necessary to correlate VRF units; which shall include controller addresses; and Room Numbers before CCI can proceed with integrating the system.

14. If factory controls are provided by the Equipment Manufacturer (HVAC/Lighting/etc.), Control Concepts assumes the factory provided controls will meet the intent of the contract documents, including the Sequence of Operation. CCI excludes supplemental control components, engineering, commissioning assistance and/or programming required to comply with any deficiencies of factory provided controllers. Before CCI begins the integration process, any factory provided controllers must be programmed, commissioned, addressed; all BACnet points exposed and made available to CCI.

15. Building Information Modeling (BIM)

- Building Information Modeling (BIM) work has been excluded. Coordination and support for the project BIM modeling Team can be added for an additional fee after determining the resources required.
- Coordination and support for the project BIM modeling Team has been Included.

EXCLUSIONS FROM THIS PROPOSAL (indicated with):

- 16. Installation of work not included in CCI's scope of work for this proposal.
- 17. Water piping penetrations and taps necessary to install control devices are not included. CCI will coordinate device locations with the Mechanical contractor. Installation of control devices (immersion sensors, flow sensors, flow switches, flow meters, control valves, etc.) by Mechanical contractor.
- 18. Unless specifically noted, control dampers are not included in CCI's scope of work.
- 19. Unless requested directly, coring is not included in CCI's scope of work.
- 20. Unless specifically noted, control dampers are not included in CCI's scope of work.
- 21. Thermostat Rough-In
 - Thermostat rough-in, in concrete or block walls or rough-ins requiring a raceway is not included. Thermostat rough-in, in uninsulated sheet rock walls are included.
 - Rough-Ins are not included.
- 22. Wiring clean-up in the ceiling for open-ceiling areas is not shown to be required, and not included.
- 23. Lighting control is not included. The contract documents for BAS did not reference that integration was required. The lighting control appears to be provided, installed & commissioned by another Division.
- 24. Monitoring of Biosafety Cabinets and other Lab Equipment not shown on Mechanical plans or indicated above is not included.
- 25. Integration/monitoring of elevator system. If requested, CCI can provide a cost proposal.
- 26. Integration/monitoring of Nurse Call system. If requested, CCI can provide a cost proposal.
- 27. Integration/monitoring of Fire Alarm System. If requested, CCI can provide a cost proposal.
- 28. Mechanical indicating devices such as pressure gauges, thermometers, magnahelic gauges and other non-DDC monitored devices are not included.
- 29. Refrigerant Monitor. This is to be provided and installed by the others.

- 30. Cyber Security is not included. Unless specifically noted otherwise, any Cyber Security requirements pertaining to DOD Instruction 8500.01/8510.01 (or any other directive, federal or otherwise) are NOT INCLUDED and should be provided by others if required.
- 31. Patching, painting, and general handyman work associated with this project is not included.
- 32. All area and duct smoke detectors are to be provided and installed under fire alarm portion of the specifications and are not included in our proposal.
- 33. Smoke and fire/smoke dampers provided and installed by others.
- 34. Motor starters, variable frequency drives (VFD's), contactors or disconnects are not included.
- 35. Davis Bacon wage considerations are NOT included.
- 36. Performance & Payment bond is NOT included.
- 37. Standard trap primer valves by others. If requested, CCI can provide a cost proposal.
- 38. Domestic water metering and gas metering (Utilities). If requested, CCI can provide a cost proposal.
- 39. Any materials not provided by CCI shall be installed and wired by others.
- 40. Proof of full SARS-CoV-2/COVID vaccination for Control Concepts workers is not listed as a requirement on the Project. As such, considerations related to worker vaccination have not been included in cost, schedule or staffing requirements for the Project. Should Contractor or Owner require vaccination of workers at a future date, such a vaccination requirement would be a newly added or changed condition of the Subcontract for which equitable adjustment to price and schedule would be required. Further, to the extent that vaccination of workers is required at a future date, Contractor is hereby notified that Subcontractor will take commercially reasonable efforts to comply with the vaccine request and continue to take reasonable COVID precautions, but Subcontractor does not guarantee that all workers required to complete Subcontractor's work on the Project will be vaccinated.

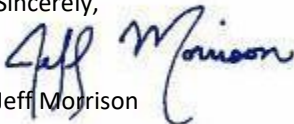
~~OUR PRICE: \$ 33,250.00~~

OUR "REVISED" PRICE: \$ 35,250.00

The above pricing is firm for 30 days.

The attached Terms and Conditions apply to this proposal.

Sincerely,



Jeff Morrison
Sr. Executive Account Director

CONTROL CONCEPTS, LLC.

Email: jmorrison@intreo.com

O: (770) 888-0181

D: (678) 341-2667

C: (770) 527-1732

AUTHORIZATION SIGNATURE

Signature below denotes approval of the scope, pricing, and terms of conditions of this proposal and authorizing Control Concepts, LLC to proceed with the execution of this project.

Proposal Accepted By:

Print Name

Signature

Title

Purchase Order Number

Date

CONTROL CONCEPTS, LLC
3550 North Parkway, Suite 100
Cumming, GA 30040

This document is a strictly confidential communication City of Loganville-Gov't Off: BAS Upgrade to and solely for the use of the recipient and may not be reproduced or circulated without Control Concepts, LLC prior written consent

25-JM-138.r1
Page 4 of 5

TERMS AND CONDITIONS OF SALE

Rev. 2.19.20

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** 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, 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 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.