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**Prepared For:** Chris Post

**Date:** 3/15/2022

**Job Name:** Ike Hamilton Convention Center

**Proposal Number:** SS-220106

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

**Payment Terms:** Net 30 Days

Storer is pleased to provide the enclosed **lump sum** proposal for your review and approval.

### Current Situation:

In its current state, the equipment at the Ike Hamilton Convention Center is unable to properly maintain space temperatures and must be run 24/7 to achieve setpoints. The extra runtime on the chillers, pumps, and fans is burning electricity and overworking the equipment. Lack of trust in the system has led to a constant "occupied" mode instead of utilizing unoccupied setbacks and other runtime-shedding strategies.

The current JCI controls system is proprietary, meaning that much of the programming and configurability are only accessible by Johnson Controls. While the everyday operator interface is relatively functional, any energy-saving programming changes and controller replacements would have to be performed by JCI as long as their system is in place. Storer cannot speak to the level of service you have received, but we can state that you have only had one service provider option.

### Proposed Solution

In conjunction with routine preventative maintenance returning the system to designed performance, we propose the following:

- New cloud-based Graphical User Interface, accessible from offsite, with HTML5 graphics built for diagnostics
- New non-proprietary JACE8000 and EDGE10 controllers on the Plants and Air Handlers
  - + A modern controls system that is serviceable and programmable by multiple local controls contractors
- New energy-saving controls schemes including:
  - + Optimum start-stop scheduling (*do we really need the chillers until the end of the event?*)
  - + Chiller load staging optimization (*do we really need to bring another chiller on yet?*)
  - + Overridden point visibility to detect when things are "in hand" (*did we leave that pump running all weekend?*)
  - + Intuitive scheduling with Special Events and Daily schedules to ensure the space is comfortable when needed
- Commission Air Handlers and Plant to confirm operation of all end devices and report any failures
- Implement EnergyPrint 3<sup>rd</sup>-party energy bill tracking with historical importing
  - + With weather-normalization to monitor actual improvement and rule out abnormally hot or cold seasons
  - + Including similar-building comparison to understand achievable \$/sqft targets
  - + It's been said that "What gets measured gets improved" and EnergyPrint keeps the metric visible and accurate
- Ability to bring in other points to save energy in the future - like lighting, exhaust fan status, and coil clog sensors

### Cost Justification

The 2021 energy spend at the Ike was **\$278,730**. The industry rule of thumb is that a standard office building can expect to save 30% on energy spend after adopting basic building automation scheduling. The nature of the building, though, is that a majority of the footprint doesn't need to be comfort-cooled every weekday from 8-5 (or 24/7 as it is currently). It is our estimate that a 30% savings is easily achievable, and 60%+ is possible. Wear and tear from runtime hours on motors, belts, pumps, and compressors are more difficult to quantify, so we will not factor them and any savings realized will be an unclaimed bonus.

### Ongoing Maintenance

One major contributing factor to the system's decline is the dirt impaction observed in the Air Handler coils. Routine filter changes with MERV 8 (minimum) filter media and regular coil cleanings (along with other typical PM activities) will be critical to maintaining any cost-savings plan. Otherwise, the system performance will begin to fall and your runtime hours and user-overrides will rise to compensate.

In addition to traditional PM service, Storer will monitor the controls system proactively under a Connected Building Services contract for the first year with the option to extend. Cost savings progress will be lost if the system is allowed to deteriorate. Includes quarterly active checks, alarm monitoring, and software/security updates.

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**This proposal is subject to your acceptance of the attached Storer Equipment terms and conditions.**

## Detailed Scope

### Graphical user interface

- Niagara web based front end, housed on new Web Supervisor (Server managed by the City or Storer, TBD)
- 3D unitary graphics
- 3D Floorplans
- Commissioning
- On-site training
- Email alarms

### (4) FCU

- Controller
- Space Sensor
- HW Valve (reuse existing)
- CHW Valve (reuse existing)
- Fan Start/Stop, Status (reuse existing)
- Supply Air Temp Sensor

### Chiller/Boiler Plant

- Controller
- I/O Expansion Module
- (3) Pump Start/Stop/Status (reuse existing)
- (6) Well Temp Sensor (reuse existing)
- OA humidity Sensor
- OA Temp Sensor
- (3) Chiller Communication Card (existing)
- (2) Pump Start/Stop/Status (reuse existing)
- (8) Well Temp Sensor (reuse existing)
- Enclosure

### (10) AHU

- Controller with I/O Module
- Space Sensor
- OA Damper (existing)
- RA Damper (existing)
- RA Actuator
- Return Air Temp
- Mixed Air Temp
- Supply Air Temp Sensor

### Exclusions:

- Anything not mentioned above
- Repair or replacement of any component found to be non-functional through the course of this project
- Fire system
- Smoke detectors
- Power wiring
- 120 volt control wiring
- Internet connection (to be provided by others)

**Total Net Price ..... \$138,945**

**Annual price for Connected Building Services contract after first year..... \$6,748**

Sincerely,

Daniel Bible - Account Manager

Paul King - Project Estimator

ACCEPTANCE OF PROPOSAL — The above prices, specifications and conditions are satisfactory and are hereby accepted.

Signature: \_\_\_\_\_ P.O. # \_\_\_\_\_ Date: \_\_\_\_\_

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## Storer Proposal Terms and Conditions

**Acceptance.** A Proposal made upon these terms is subject to acceptance within thirty days from date and the prices are subject to change without notice prior to acceptance by Customer. If your order is an acceptance of a written Proposal, on a form provided by Storer Equipment Company, Ltd., without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Storer's offer, subject to credit approval, to provide the goods and/or Work solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, Storer shall rely upon your silence as an acceptance of these terms and conditions and performance will be made in accordance herewith. Customer's acceptance of goods and/or Work by Storer on this order will in any event constitute an acceptance by Customer of these terms and conditions.

**Exclusions From Work.** Storer's obligation is limited to the Work as defined and does not include any modifications to the Premises under the Americans With Disabilities Act or any other law or building code(s). Optional software applications, EnergyLogix, TrendView, and EcoRate that may be offered as part of this agreement are subject to BLX Solutions END USER software licensing agreement and annual software maintenance fees.

**Construction Procedures.** Storer shall supervise and direct the Work using its best skill and attention and have exclusive control over construction means, methods, techniques, sequences and procedures.

**Payment Terms and Taxes.** Customer shall pay Storer's invoices within net thirty (30) days of invoice date. Storer may invoice 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. No retention shall be withheld from any payments except as expressly agreed in writing by Storer, in which case retention shall be reduced per the Proposal 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 hereby, Storer may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Storer for all reasonable shutdown, standby and start-up costs as a result of the suspension. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% per month on the unpaid balance due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all taxes not legally required to be paid by Storer or alternatively, shall provide Storer with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Storer in attempting to collect amounts due and otherwise enforcing these terms and conditions. Any after-hours services shall be billed according to then prevailing overtime or emergency rates.

**Time For Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Storer, all dates provided by Storer or its representatives for commencement, progress or completion are estimates only. While Storer shall use commercially reasonable efforts to meet such estimated dates, Storer shall not be responsible for any damages for its failure to do so.

**Access.** Storer and its contractors or subcontractors shall be provided access to the Premises during regular business hours, or such other hours as may be requested by Storer and acceptable to the Premises' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Storer's access to correct any emergency condition shall not be restricted.

**Permits And Governmental Fees.** Storer shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from Storer's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

**Utilities During Construction.** Storer shall be provided without charge all water, heat, and utilities during performance of the Work.

**Concealed Or Unknown Conditions.** In the performance of the Work, if Storer encounters conditions at the Premises 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, Storer shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Storer's cost of, or time required for, performance of any part of the Work, Storer shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Proposal Price, Proposal time, or both.

**Asbestos, Mold, Mildew, And Hazardous Materials.** Storer's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, mold, mildew, bacteria, fungus, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Storer, there are no Hazardous Materials on the Premises that will in any way affect Storer's Work and Customer has disclosed to Storer the existence and location of any Hazardous Materials in all areas within which Storer will be performing the Work. Should Storer become aware of or suspect the presence of Hazardous Materials, Storer may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Premises, not brought onto the Premises by Storer. Storer shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Storer be obligated to transport or handle Hazardous Material, to provide any notices to any governmental agency, or to examine the Premises for the presence of Hazardous Materials.

**Conditions Beyond Control Of Parties.** If Storer shall be unable to carry out any material obligation under this Agreement due to events beyond its control, such as acts of God,

governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, or explosions, this Agreement shall at Storer's election (i) remain in effect but Storer's obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Storer for all parts of the Work furnished to the date of termination.

**Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Storer the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to Storer for all Work furnished to date and all damages sustained by Storer (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice therefor; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.

**Indemnification.** Storer and Customer shall indemnify, defend and hold each other harmless 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. However, neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the negligence or misconduct 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. **NOTWITHSTANDING ANY CONTRARY PROVISION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.**

**Liability and Warranty.** Labor provided under this proposal is warranted for twelve months from date of completion. Except for any written warranty given by the Manufacturer of the products described in this quotation, Storer Equipment Company and Buyer expressly agree that Storer Equipment Company neither assumes nor authorizes any person to assume for it any other liability in connection with the sale or use of its product, including the goods purchased hereunder. **THE MANUFACTURER'S WARRANTY, IF ANY, IS IN LIEU OF, AND STORER EQUIPMENT COMPANY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USE OF TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES AS TO THE PRODUCTS CONDITION, USE, OPERATION, DESIGN, QUALITY, CAPACITY, WORKMANSHIP, INSTALLATION, SERVICING, LATENT DEFECTS, COMPLIANCE WITH ANY LAW, ORDINANCE, REGULATION, RULE, CONTRACT OR SPECIFICATION, "MERCHANTABILITY", FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL OTHER QUALITIES AND CHARACTERISTICS WHATSOEVER.** Storer shall not be obligated to pay for the cost of lost refrigerant.

**THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN PROPOSAL OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL STORER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. IN NO EVENT SHALL STORER BE LIABLE FOR ANY DAMAGES RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.**

**Applicable Law.** This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Work is performed.

**Assignment.** 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 Storer. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

**Complete Agreement.** This Agreement shall constitute the entire Agreement between both parties and 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 Storer is a signatory thereon.

**Price Increases.** Prices stated are F.O.B point of shipment. Except as otherwise provided below, buyer agrees to pay all other expenses including without limitation taxes, duties, insurance, licenses, permits and freight. Following acceptance by buyer, the prices stated will be increased by the percentage increase in list prices from those effective on the date of buyer's acceptance to those effective on the date of shipment unless prices are stated to be firm on the face of this quotation and any conditions of the firm price quotation are met. Prices stated to be firm is provided that notification of release for immediate production and shipment is received at the factory not later than two months from order receipt. If such release is received later than two months from order receipt date but within five months of order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the two-month firm price period up to the date of receipt of such release. If such release is not received within five months after date of order receipt, the prices are subject to renegotiation or at Storer's option, the order will be cancelled. If for any reason Customer delays shipment after release, prices are subject to increase as stated herein.

**Insurance.** Storer agrees to carry insurance in the following minimum amounts during the term of this contract:

**Commercial General Aggregate Liability \$2,000,000  
Automobile Liability (CSL) \$1,000,000  
Workers Compensation Statutory Limits**

**Notices.** All notices or other communications under this Agreement shall be in writing and may be delivered in person, or may be sent by receipted courier, facsimile transmission, express mail, e-mail, or postage prepaid certified or registered mail, addressed to the party for whom it is intended, at the addresses set forth in this Agreement. Either party may change its address for notice by giving written notice to the other party of the change. Any notice or other communication shall be deemed given no later than the date actually received.