

8/28/2025

Project Name: Willowick Police Station
Project Customer/Owner: All Hours HVAC
Dear: Jim Washinski
Project Description:

On behalf of the team at Control Concepts of Ohio, LLC, I am pleased to offer the following proposal for the project referenced above. Control Concepts of Ohio prides itself on being an efficient, hard-working, and creative family-owned business leader in building automation technology and HVAC controls integration. At Control Concepts of Ohio, our mission is to create efficient and intuitive building automation systems that lend to a better indoor environment while helping to reduce your energy costs.

Specific information about the services, equipment, and materials that will be rendered as part of Control Concepts of Ohio's performance of the project, including any inclusions, exclusions, conditions, or clarifications, are set forth herein, together with our standard terms and conditions, which will govern the agreement between our organizations, unless modified or otherwise agreed to in writing by both of our organizations.

We have also included a summary of Control Concepts of Ohio's qualifications and representative work with this proposal. We trust that you will find our company to be more than capable of completing this project. We thank you for this opportunity and look forward to working with you to make your project a success

Total Proposed Cost / Bid Amount:	<u>\$69,280.00</u>
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* ~~Cost/Bid Amount subject to adjustment by Tariff Surcharge. Please see Project Terms and General Terms and Conditions for additional information.~~

excluded 

Description of Services, Equipment, and Material to be Delivered

Front End

- Furnish and install a web-based BACnet control system.
- Extend the BACnet communication cable to the BACnet controller(s).
- Furnish and install the outside air temperature/humidity sensor.
- Furnish and install the required licensing and programming for control.
- Furnish the project managing, technician, controls engineering, commissioning support and training.
- Provide a complete set of wiring diagrams, shop drawings, and system documentation.

RTU

- Extend BACnet communication cable to unit controller.
- Furnish and install 100% native BACnet controller.
- Furnish and install the stop/start and status relays.
- Furnish and install the duct temperature sensors.
- Furnish and install the duct static pressure sensor.

VAV Box with Electric Reheat (Typical of 4)

- Extend the BACnet communication cable to the controller(s).
- Furnish and install a 100% native BACnet communicating controller.
- Furnish and install the electric reheat enable.
- Furnish and install the duct temperature sensor.
- Furnish and install the space temperature sensor.

VAV Box - Cooling Only (Typical of 17)

- Extend the BACnet communication cable to the controller(s).
- Furnish and install a 100% native BACnet communicating controller.
- Furnish and install the electric reheat enable.
- Furnish and install the duct temperature sensor.
- Furnish and install the space temperature sensor.

Electric Baseboard Heaters (Typical of 31)

- Furnish and install a 100% native BACnet controller with required I/O.
- Furnish and install the required relays.

NOTE: The proposal includes the following deliverables: hard copy of shop drawings and digital copy

Project Qualifications

- Customer is responsible for necessary network drops and IP addressing.
- ***All remaining, associated devices/equipment are assumed to be operational and in good working condition. Any components found to be faulty will be addressed on a Time & Material basis.***
- Field labor proposed shall be performed during normal working hours (M-F; 07:00-16:00).
- Electrical Installation shall be in accordance with NEC standards.
- Open plenum rated cable will be used above concealed accessible ceilings.
- This price includes provisions for safety under standard industry & CCO safety guidelines. Any special additional safety training, equipment, or processes required by your organization could affect the project scope and/or hours and may result in a price adjustment. If you have any specific safety practices or requirements, please alert your sales representative immediately so we ensure that our proposal fully meets your requirements.

Thank you for your consideration of CCO for this project. We look forward to providing our services for this project. If you have any immediate questions concerning this proposal, please bring them to our attention.

Proposal Notes:

PROJECT TERMS

Payment terms are 33.33% down payment, with the remainder due after completion of the project.

The above pricing is good for 14 days, unless the request for proposal or solicitation of bids requires the price to be held longer, in which case the price will be held for the amount of time specified therein.

Proposed date of commencement of delivery of services, equipment, and materials:

Proposed date of completion of services, equipment, and materials:

Only those services, equipment and material identified will be provided, unless additional services, equipment and material are requested. Fees for additional services and materials outside of scope shall be:

Terms of any warranties covering the services, materials or equipment:

5-year Reliable Controls Hardware Warranty on any newly installed product, 1-year labor warranty

~~***Please see Section 4.4 of the General Terms and Conditions attached to this Proposal concerning the right of CCO to charge a Tariff Surcharge to Customer in the event the Materials used are subject to tariff, duty or other charge as a result of being imported into the United States.~~

excluded
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IN NO EVENT SHALL ANY WARRANTY IDENTIFIED ABOVE EXIST UNTIL SUCH TIME AS CONTROL CONCEPTS OF OHIO, LLC IS PAID IN FULL FOR ALL SERVICES, MATERIALS, AND EQUIPMENT DELIVERED HEREUNDER.

Contractor: Philip Chiarappa
Control Concepts of Ohio LLC

8/28/2025
Date

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

Client: _____
All Hours HVAC

Date

GENERAL TERMS AND CONDITIONS

In the event you accept Contract # 7500052318 ("Contract"), attached hereto and offered by Control Concepts of Ohio, LLC ("CCO"), without any modification to these General Terms and Conditions, which must be evidenced in writing and signed by all parties, then the Proposal and these General Terms and Conditions shall constitute the agreement ("Agreement") between CCO and your organization (CUSTOMER), which shall be entered into as of the date of the signed acceptance.

Section 1 – PROJECT AND SCOPE OF SERVICES

1.1 Project Name and Definition. CCO shall assist CUSTOMER by delivering the services and materials as further defined in subsection 1.2 for the project named and described in the Proposal.

1.2 Project Services and Materials. CCO shall provide and deliver certain services ("Services") and materials, equipment, supplies, products and accessories (collectively "Materials") in connection with the Project to the CUSTOMER as more fully set forth in the Proposal (hereinafter "Proposal") attached hereto.

Unless otherwise specified herein, the Services and Materials to be performed and delivered by CCO to CUSTOMER shall be limited only to those set forth in the Proposal.

Section 2 - METHOD OF PERFORMING SERVICES

2.1 Performance of Services. CCO shall perform all services in a professional and workmanlike manner consistent with industry standards.

2.2 Schedule. CCO shall deliver to CUSTOMER all Services and Materials by the completion date set forth in the Proposal, provided, however, that CCO shall not be in material breach of this Agreement for not timely delivering the Services and Materials if CCO is using reasonable efforts to complete the work set forth in the Proposal. In no event shall the damages for CCO'S failure to timely provide the Services or Materials exceed the amount actually paid by CUSTOMER hereunder. Furthermore, CUSTOMER'S failure or delay in delivering to CCO any information, material, supplies, equipment, access to facilities, etc. that CCO requires to perform and deliver the Services and Materials shall negate any default by CCO.

2.3 Access to Facilities. At all times, CUSTOMER shall provide CCO with all reasonably-necessary access to CUSTOMER'S facilities, including but not limited to any buildings, mechanical rooms, data closets, data centers, offices, work areas, production areas, and the like, and shall further provide CCO with appropriate electronic or keyed access to those areas.

2.4 Subcontracting. CCO shall have the right to subcontract or purchase any portion of the Services and Materials with any subcontractor or supplier of its choosing, and CCO shall be obligated to pay any such contractor or supplier for any services rendered or materials provided.

Section 3 - TERM AND TERMINATION

3.1 Term. The term of this Agreement shall commence on the date of the signed acceptance of the Proposal and shall continue through the performance and delivery of all Services and Materials set forth in the Proposal.

3.2 Termination. This Agreement may be terminated by either party upon written notice to the other party of a material breach of any obligation set forth in this Agreement or the Proposal, by providing thirty (30) days written notice of the termination, and provided that the defaulting party fails to cure the default within fifteen (15) days of said notice. In the event of any such termination, CUSTOMER shall owe CCO for all services rendered and materials purchased by CCO in fulfillment of this Agreement and the Proposal.

Section 4 - FEES, EXPENSES, AND PAYMENT

4.1 Fees. In consideration of the Services and Materials to be performed and delivered by CCO under this Agreement and the Proposal, CUSTOMER shall pay CCO the fees set forth in the Proposal, without right of deduction or set off.

4.2 Additional Work. The fees and charges for any follow-on or additional Services or Materials not described in the Proposal shall be based upon CCO'S then-current rates for such Services and Materials, which shall be determined in CCO'S sole discretion, unless otherwise specified in the attached Proposal. Any follow-on or additional Services shall be performed subject to the terms and conditions of this Agreement, and any Materials shall be delivered subject to the terms and conditions of this

Agreement. CCO will attempt to obtain CUSTOMER'S written consent before proceeding with follow-on or additional work, but may, in its discretion, proceed with electronic or verbal consent. (SU) (SU) (SU)

4.3 Payment. CUSTOMER shall pay all fees and expenses owing to CCO hereunder by the dates set forth on the Proposal, ~~regardless of whether it receives an invoice from CCO for the same.~~ Unless otherwise specified in the Proposal, CUSTOMER shall pay CCO for any additional work within (30) days after receipt by CUSTOMER of an itemized invoice from CCO for the additional work. In the event any fees or other charges due hereunder are not paid within the period set forth in this subsection and the Proposal, such amounts shall accrue interest at a rate of 1.5% percent per month (18% per year) until paid, or at the maximum amount allowed by law, whichever is less.

4.4 Tariff Surcharge. ~~CCO reserves the right to charge CUSTOMER an additional amount equal to the amount paid by CCO as a result of tariffs, duties or other charges imposed by the United States government upon any Materials used in the performance of the Services for the CUSTOMER that are imported into the United States. Such surcharge shall be the actual amount paid by CCO attributed to any such tariff, duty or other charge and CCO shall itemize such charge separately upon any such invoice provided under this Section 4.~~

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Section 5 - OWNERSHIP RIGHTS

5.1 Ownership. Except as set forth in Section 5.2, all right, title, and interest in and to all intellectual property, including, but not limited to, all patents, programs, designs, drawings, concepts, blueprints, and layouts developed by CCO as part of its performance and delivery of the Services under any this Agreement and the attached Proposal shall be and remain the property of CCO, and CUSTOMER shall have no rights thereto, until such time as CUSTOMER pays all payments to CCO due under this Agreement and the Proposal.

5.2 Preexisting Works of CCO. Notwithstanding Section 5.1, CCO hereby reserves and retains ownership of any intellectual property, including but not limited to, all patents, programs, designs, drawings, concepts, blueprints, and layouts which CCO created before entering into this Agreement and that it utilized in fulfilling its obligations under this Agreement. With respect to such intellectual property, CUSTOMER shall have only a nonexclusive, nontransferable license to use the same but shall have no right to sublicense such works.

5.3 Unauthorized Use by CUSTOMER. CUSTOMER shall not utilize, disseminate, distribute, sell or use in any way any products of the Services and Materials, or any intellectual property, including but limited to, all patents, programs, designs, drawings, concepts, blueprints, and layouts developed by CCO and that remain owned exclusively by CCO under subsections 5.1 and 5.2, above. Any such use shall constitute a breach of this Agreement and shall enable CCO to recover damages from and against CUSTOMER to the extent permitted by law.

Section 6 - WARRANTIES

6.1 Warranty Disclaimer: UNLESS OTHERWISE STATED IN WRITING ON THE ATTACHED PROPOSAL, WHICH SHALL BE EXPRESSLY CONDITIONED UPON PAYMENT IN FULL TO CCO FOR ALL SERVICES, MATERIALS, AND EQUIPMENT, CCO EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE CONDITION, QUALITY, UTILITY, SUITABILITY, VALUE OR ANY OTHER ASPECT OF ANY SERVICES OR MATERIALS TO BE PERFORMED OR DELIVERED BY CCO HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CCO OR ANY OF ITS EMPLOYEES OR AGENTS SHALL CREATE A WARRANTY, AND

NO SUCH EMPLOYEES OR AGENTS HAVE ANY AUTHORITY TO DO SO. Section 7 - LIMITATION OF LIABILITY; INDEMNIFICATION

7.1 No Consequential Damages, Etc. To the maximum extent permitted by applicable law, in no event shall CCO be liable for any consequential, incidental, indirect, or special damages of any kind whatsoever (including, without limitation, damages for loss of business profits, cost of capital, business interruption, downtime, the loss of use of any other property, the cost of substitute or replacement property or equipment, and claims of third parties, or other pecuniary loss), whether based upon claims of breach of warranty, breach of contract, negligence, strict liability or any other legal theory, arising out of the performance, use or inability to use any of the Materials or products of the Services, or any other services or materials provided by CCO hereunder, even if CCO has been advised of the possibility of such damages.

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7.2 Limitation. The maximum amount of any liability for which CCO may be liable hereunder shall be an amount equal to all sums actually paid to CCO under this Agreement and the Proposal.-

7.3 Force Majeure. CCO shall not be liable to CUSTOMER for any failure or delay caused by events beyond CCO'S control, including, without limitation, CUSTOMER'S failure to furnish necessary information; sabotage; failure or delays in transportation; utility service or communication; failures or substitutions of equipment; labor disputes; accidents; shortages of labor, fuel, raw materials or equipment; or technical failures. .

7.4 Indemnification. ~~CUSTOMER agrees to indemnify, defend and hold CCO and its members, directors, officers, employees and agents harmless against and in respect of any and all loss, liability, damage, obligation, claim and/or expense sustained or suffered, including, without limitation, reasonable attorneys' fees, relating to, arising out of or occasioned by requesting and contracting with CCO to perform the Services and provide the Materials hereunder or the use of the Materials or other products of the Services by CUSTOMER, including, but not limited to, the negligent acts of the CUSTOMER.~~

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Section 8 -- MISCELLANEOUS

8.1 Entire Agreement. This Agreement and the Proposal constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or written.

8.2 Cost of Enforcement. In the event CUSTOMER defaults in the performance of its obligations pursuant to this Agreement and CCO incurs attorney's fees, professional fees, or other costs and expenses in the successful enforcement of the provisions of this Agreement, CCO shall be entitled to collect from CUSTOMER its costs of enforcement, including but not limited to reasonable attorney fees and professional fees.

8.3 Governing Law. This Agreement shall be governed by the laws of the State of Ohio and shall be deemed to have been made and entered into in Ohio. ~~The parties agree that all actions or proceedings that are in any way related to or arise out of this Agreement shall be litigated in the Summit County, Ohio Court of Common Pleas or the Akron, Ohio Municipal Court. The parties consent to and submit to the jurisdiction of these courts. Each party hereby waives any right it may have to transfer or change the venue of any litigation brought against such party by the other party pursuant to this Agreement and hereby waives any claim or defense to inconvenient forum.~~

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8.4 Severability. The holding of any provision of this Agreement to be illegal, invalid, or unenforceable by a court of competent jurisdiction shall not affect any other provision of this Agreement, which shall remain in full force and effect.

8.5 Amendment or Alteration. No amendment or alteration of the terms of this Agreement shall be valid unless made in writing and signed by both of the parties hereto.

8.6 Waiver or Breach. It is agreed that a waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by that same party.

8.7 Assignment. This Agreement may not be transferred or assigned by a party without the prior written consent of the other party.

8.8 Headings. The Section headings appearing in this Agreement are for purposes of easy reference and shall not be considered a part of this Agreement or in any way modify, amend or affect its provisions.

8.9 Notices. All notices provided to either party under this Agreement shall be in writing delivered to the address set forth in the Proposal