



City of Bryan  
Danny Krc

Proposal No. 11-24-14 BA  
Date: Nov. 24, 2014

**Project:** Multi-facility BAS Upgrades

**Scope:** New Building Automation Systems for the Bryan Central Fire Station, Neal Recreation Center and Carnegie Library.

**Proposal:** We offer the following amounts to furnish and install new Delta BACnet Control Systems on the above projects. Scope is based on site visits and current CSI Control drawings.

**BUY BOARD Contract 458-14**

**Total scope includes the following:**

- Furnish and install a complete Delta BACnet Temperature Control System, operating software with web interface. Owner will provide and maintain the applicable server per Delta specifications and (1) network drop per facility.
- Provide Delta DDC controllers for individual equipment defined below including devices, wiring, transformers, enclosures and terminations. All controllers will use certified BACnet controls communication protocol.
- Provide all required software programming and color graphic displays for each piece of equipment.
- Provide design documentation to include required submittals and control manuals.
- Reuse existing control cabinets, raceways and cable where applicable. Additional wiring will be plenum rated where accessible and in applicable raceways in mechanical rooms and exposed to exterior conditions.
- 20% HUB subcontracting participation.
- Guarantee of system from defects in workmanship and material under normal use and service for a period of twelve (12) months from date of acceptance.
- System training will include instruction to owner's personnel to adjust, operate, and maintain HVAC instrumentation and controls.

**City of Bryan Fire Station:**

- Enteli-Web operating software package ( installed on owner furnished server)
- New Delta touch-screen (onsite operator interface)
- (1) VAV RTU
  - New supply/return air temperature sensors
  - Existing bypass damper and actuator to remain
  - Existing O/A damper actuator to remain



- (8) Single Zone RTU's
  - Add supply air temperature sensors
    - Network temperature sensors w/CO2, humidity and override (upgrade)
  - Existing O/A damper actuators to remain
- (9) Fan Powered VAV Terminal Units w/Electric Heat
  - Fan Status
  - Supply air temperature sensors
  - Network temperature sensors w/override
  - (9) Ruskin air flow terminal units (added)  
Includes labor and material to install
  - Recalibration and air flow verification
- (1) New NO/CO System including (4) new sensors
- (1) New Delta lighting control panel w/23 new momentary contact switches
- Miscellaneous points on the existing control system

**Neal Recreation Center:**

- New Delta touch-screen (onsite operator interface)
- (11) Single Zone RTU's
  - Add supply air temperature sensors
  - (9) Space temperature sensors w/override
  - (2) Network temperature sensors w/CO2, humidity and override
- (1) Exhaust Fan (add status)
- (2) Relief dampers

**Carnegie Library:**

- New Delta touch-screen (onsite operator interface)
- (4) DX Split Systems
  - Network temperature sensors w/humidity and override
  - Existing condensing unit wiring



Item	Name	Qty	Price each	Extended
<b>Delta Controls Pkg.</b>				
345-742	eWeb Pro	1	\$ 9,300.00	\$ 9,300.00
331-703	eTCH-7ET	3	\$ 1,937.50	\$ 5,812.50
301-124	DSM-RTR	1	\$ 1,240.00	\$ 1,240.00
335-216	DNS-24L	8	\$ 132.84	\$ 1,062.72
335-202	<i>DNS-H24LB</i>	7	\$ 248.00	\$ 1,736.00
335-235	DNS-CH24	3	\$ 756.40	\$ 2,269.20
335-535	EZNS-T100	9	\$ 734.70	\$ 6,612.30
322-616	DAC-606R3	24	\$ 478.95	\$ 11,494.80
333-047	DVC-304AF	9	\$ 551.18	\$ 4,960.62
311-149	DSC-1146E	1	\$ 1,979.66	\$ 1,979.66
301-600	EBMGR	2	\$ 1,705.00	\$ 3,410.00
311-601	EBX-04	2	\$ 201.50	\$ 403.00
375-604	EBM-404-H	4	\$ 421.60	\$ 1,686.40
151-924	TRM-768	14	\$ 23.62	\$ 330.68
336-200	RTS-20	3	\$ 20.00	\$ 60.00
Ltg. Control Pkg.		1	\$ 5,190.50	\$ 5,190.50
<b>Sub Total</b>				<b>\$ 57,548.38</b>
				<b>Discount - 22,502.60</b>
<b>Miscellaneous</b>				
Sensors, Devices				\$ 17,129.00
Air Flow Valves				\$ 1,731.00
Install Material				\$ 2,938.00
Mechanical Sub				\$ 5,815.00
Equip. Rental				\$ 1,076.00
Freight/Warranty				\$ 3,617.00
<b>Labor</b>				
Technical		667	\$ 112.00 hr.	\$ 74,704.00
Installation		606	\$ 75.00 hr.	\$ 45,450.00
				<b>Discount -26,616.00</b>
Performance Bond				\$ 3,625.00
<b>Total</b>				<b>\$ 164,514.78</b>



**Clarifications & Exclusions:**

- Existing damper actuators, start/stop relays, shut down relays, current sensors ,fire stats and related interlock wiring are to remain.
- Fire alarm system, devices and associated work including duct detectors and shutdown relays is excluded.
- Access Control is not included.
- Smoke management system, devices, wiring and all associated work is excluded.
- Test & balance is excluded.
- Cutting, patching, painting and building penetrations are excluded.
- Access panels, coring, demolition and abatement are excluded.
- Sales tax and permit fees are excluded.
- Submittals will be issued within 4 to 6 weeks after receiving current construction documents and approved set of equipment submittals.
- Unless otherwise indicated, prices quoted are subject to cancellation or escalation if proposal is not accepted within 30 days.

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Proposal Accepted:  
T.E.A.M. Solutions, Inc. is authorized to begin  
Work on this project as proposed.

Proposal Submitted by:  
T.E.A.M. Solutions, Inc.  
College Station, Texas

Purchaser \_\_\_\_\_

Seller Bubba Alfred

Signature \_\_\_\_\_

Signature 

Title \_\_\_\_\_

Title Account Executive

Date \_\_\_\_\_

Date 11/24/2014



## TERMS & CONDITIONS

**AGREEMENT AND LIMITATIONS:** Client accepts these Standard Terms and Conditions by signing and returning T.E.A.M. Solutions' Proposal, by sending a purchase order in response to Proposal, or Client's instructions to T.E.A.M. Solutions to begin work. Upon Client's acceptance, T.E.A.M. Solutions Proposal and related terms and conditions referred to in the Proposal shall constitute the entire agreement relating to the products and services covered by the Proposal. No terms, conditions or warranties other than those identified in the Proposal and no agreement or understanding, oral or written, in any way purporting to modify such terms and conditions whether contained in Client's purchase order or elsewhere shall be binding unless hereafter made in writing and signed by T.E.A.M. Solutions' authorized representative.

**SCOPE OF WORK:** This proposal is based upon the use of straight time labor only. T.E.A.M. Solutions shall perform on behalf of Client services as described in the scope of work section and shall be compensated according to the pricing set forth herein. Plastering, patching and painting are excluded. T.E.A.M. Solutions agrees to keep the job site clean of debris arising out of its own operations. Client shall not back charge T.E.A.M. Solutions for any costs or expenses without T.E.A.M. Solutions' written consent.

**PAYMENT TERMS:** Client shall pay T.E.A.M. Solutions, at the time Client signs this agreement, an advance payment equal to 50% of the contract price, and Client agrees to pay T.E.A.M. Solutions' additional amounts invoiced within net-30 days of invoice date. T.E.A.M. Solutions may invoice Client monthly for all materials 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 T.E.A.M. Solutions, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. If payment is not received as required hereby, T.E.A.M. Solutions may suspend performance and the time for completion shall be extended for a reasonable period of time no less than the period of suspension. Client shall be liable to T.E.A.M. Solutions for all reasonable shut down, 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% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Client shall pay all costs (including attorney's fees) incurred by T.E.A.M. Solutions in attempting to collect amounts due and otherwise enforcing these terms and conditions.

**MATERIALS:** If the materials or devices included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of T.E.A.M. Solutions, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, T.E.A.M. Solutions shall (a) be excused from furnishing said materials or devices, and (b) be reimbursed for the difference between the cost of the materials or devices permanently unavailable to and the cost of a reasonable available substitute therefore. T.E.A.M. Solutions shall be allowed to substitute materials if the materials or devices specified in the proposal become unavailable for reasons beyond the control of T.E.A.M. Solutions.

**WARRANTY:** T.E.A.M. Solutions warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), materials and devices installed hereunder and Work shall be free from defects in material, manufacture, and workmanship. Substantial completion date shall be the earlier of the date that the Work is sufficiently complete so that Client can utilize the Work for its intended use or the date that Client receives beneficial use of the Work. If such defect is discovered within the Warranty Period, T.E.A.M. Solutions will correct the defect or furnish replacement equipment (or, at its opinion, parts therefore). No liability whatever shall attach to T.E.A.M. Solutions until said equipment and Work have been paid for in full and then said liability shall be limited to T.E.A.M. Solutions' cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. T.E.A.M. Solutions' warranties expressly exclude any remedy for damage or defect by corrosion, erosion, or deterioration, abuse, modifications, alterations, misuse, or which has not been properly and reasonably maintained, or repairs not performed by T.E.A.M. Solutions, improper operation, or normal wear and tear under normal usage. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. T.E.A.M. Solutions shall not be obligated to pay for the cost of lost refrigerant.

**TAXES:** The price of the proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Client shall pay, in addition to the stated price; all taxes not legally required to be paid by T.E.A.M. Solutions or, alternatively, shall provide T.E.A.M. Solutions with acceptable tax exemption certificates. T.E.A.M. Solutions shall provide Client with any tax payment certificate upon request and after completion and acceptance of the work.

**INSURANCE:** Each Party shall take out and maintain at its own expense all insurance necessary to cover its obligations under the Agreement.

**LIABILITY:** T.E.A.M. Solutions shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

T.E.A.M. SOLUTIONS AND CLIENT MUTUALLY AND EXPRESSLY AGREE TO WAIVE ALL CLAIMS AGAINST ONE ANOTHER FOR ANY CONSEQUENTIAL (SPECIAL) DAMAGES REGARDLESS OF THE BASIS FROM WHICH SUCH CLAIMS ARISE OR THE THEORY OF RECOVERY UPON WHICH SUCH CLAIMS ARE FOUNDED. THESE DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, CLAIMS FOR LOSS OF PROFIT OR REVENUE, LOSS OF USE OR OPPORTUNITY, LOSS OF GOODWILL, COST OF SUBSTITUTE FACILITIES, GOODS OR SERVICES, COST OF CAPITAL, OR ANY INDIRECT, PUNITIVE/EXEMPLARY DAMAGES.

THE PARTIES HERETO AGREE TO INDEMNIFY EACH OTHER FROM ANY AND ALL LIABILITIES, CLAIMS, EXPENSES, LOSSES OR DAMAGES, INCLUDING ATTORNEY'S FEES, WHICH MAY ARISE IN CONNECTION WITH THE EXECUTION OF THE WORK HEREIN SPECIFIED AND WHICH ARE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT ACT OR OMISSION OF THE INDEMNIFYING PARTY.

INDEMNITY IS NOT INTENDED TO EXTEND TO ANY CLAIM ARISING FROM THE NEGLIGENCE OF THE ARCHITECT OR ENGINEER RELATING TO OR ARISING FROM THE DESIGN AND/OR ENGINEERING FOR THE PROJECT.

**UTILITIES:** Client agrees to provide T.E.A.M. Solutions with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge.

**HAZARDOUS MATERIALS:** T.E.A.M. Solutions under this Agreement expressly excludes any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances to include but not limited to asbestos or PCBs, discovered in or on the premises. Client warrants and represents that, except as set forth in a writing signed by T.E.A.M. Solutions, there are no Hazardous Materials on the Premises that will in any way affect T.E.A.M. Solutions' Work and Customer has disclosed to T.E.A.M. Solutions the existence and location of any Hazardous Materials in all areas within which T.E.A.M. Solutions will be performing the Work. Should T.E.A.M. Solutions become aware of or suspect the presence of Hazardous Materials, T.E.A.M. Solutions may immediately stop work in the affected area and shall notify Client. Client 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. T.E.A.M. Solutions 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 T.E.A.M. Solutions 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.

**DELAYS:** T.E.A.M. Solutions shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond T.E.A.M. Solutions' control, including, but not limited to, acts of God, governmental or judicial authority, fires, explosions, riots, labor disputes, conditions of the premises, acts or omissions of the Client, Owner, or the Contractors or delays caused by suppliers or subcontractors of T.E.A.M. Solutions. This Agreement shall at T.E.A.M. Solutions' election (i) remain in effect but T.E.A.M. Solutions' obligations shall be suspended until the uncontrollable event terminates, or (ii) be terminated upon ten (10) days notice to Client, in which event Client shall pay T.E.A.M. Solutions for all parts of the Work furnished to the date of termination.

**DISPUTES:** Any claim arising out of or related to this agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The parties shall endeavor to resolve their claims by mediation through the use of a mutually agreed upon mediator. Any claim(s) arising out of or related to this agreement exceeding \$15,000.00 and not resolved by mediation shall be subject to binding arbitration in accordance with the American Arbitration Association Construction Industry Rules currently in effect. The parties agree that the laws of the State of Texas shall govern all disputes and venue for all proceedings referred to herein shall be in McLennan County, Texas. The prevailing party in the arbitration shall be entitled to recover, in addition to any award made by the arbitrator(s), its legal costs incurred in resolving the dispute, including, but not limited to reasonable attorney's fees. Nothing herein shall be construed as limiting any rights of T.E.A.M. Solutions to assert and perfect all applicable lien rights.

**TERMINATIONS:** Either party may, with or without cause, terminate the work/services at any time upon ten (10) working days' written notice to the other Party. In either case, T.E.A.M. Solutions shall be paid costs incurred and fees earned to date of termination and through demobilization.

**PERMITS AND GOVERNMENTAL FEES:** T.E.A.M. Solutions shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Client.



