



TD Industries

YOUR PARTNER FOR SUCCESS

13850 Diplomat Drive

Dallas, TX 75234

972.888.9500

PROPOSAL

TO: City of Coppell – Steve Shore Facility
Director

PROJECT NAME: Cosby Library Retrofit 15 DX
JCI RTUs with Distech DDC RTU Controllers

DATE: January 12th, 2024

CONTACT: Carl Boone

PHONE NUMBER: (214) 763-4426

EMAIL: carl.boone@tdindustries.com

OMNIA TD230010

TDControls is very pleased to have the opportunity to provide pricing for City of Coppell Cosby Library– Install 15 Distech BACnet RTU Controllers with Room Temp & Humidity Sensors. Reconnect Economizer Damper Actuators on each RTU Unit.

Equipment Summary:

Base Equipment Summary	
System	Qty.
Distech RTU 203 DDC BACnet Controller	15
Room Digital Temperature & Humidity wall Sensors	15
Re Wire all 15 RTU Units to Terminal Strips for terminal control of the existing JCI RTU's.	15

SCOPE OF WORK: TDControls will provide Distech DDC BACnet RTU Controller connected to JCI RTU units on the internal terminal strip. TDControls will rewire the JCI FCU Controller to the terminal strip. All basic functions for Start Stop, Cooling DX Stages and Gas Heat. The new Distech Controllers will be displayed on the City of Coppell Web Supervisor with a new Block called Cosby Library Distech RTU Controllers.

Includes control wiring, programming, check-out, and startup labor.

Base Scope Equipment

- **Furnish Distech BACnet DDC RTU Controllers for Library DX RTU's – Qty.15**
- Furnish and install Distech RTU unit controllers and connect to the existing economizer.
- Re Use existing BACnet communication LAN.
 - Furnish, install, and wire room temperature & humidity digital wall sensor
 - Furnish, install discharge & return air duct temperature sensors
 - Furnish & install current sensor for the supply fan status
 - Program, check-out, and start-up.

- **Floor Graphics**

- Update systems and floor graphics alterations to match changes made for this scope

Scope Notes

- Work will be performed during normal business hours.
- We are assuming that existing Roof Top Units are in good operating conditions. If any issues are found, this will report and priced accordingly
- Provide database programming, install, and configure all necessary BAS software, BAS network configuration, project management, BAS controller's check-out and startup labor, installation and wiring submittals, record drawings, and Operation & Maintenance data
- All low voltage wire will be plenum rated cable, which will be color coded and not in conduit, when not required by code (such as in concealed spaces, and exposed areas). All wiring will be run neatly, and regularly supported. The remaining low voltage control wiring will be ran in EMT conduit when it must be run exposed and is subject to damage (i.e., Electrical, Chiller, Mechanical, and/or AHU Room/s, etc.).
- One year warranty on controls and workmanship is included in this scope of work.

Items Not Included

- Afterhours work
- Liquidated damages
- P&P bond
- Certified payroll
- Network switches
- Fire/Smoke and control dampers (FSDs)
- FSDs control and/or monitoring
- Any fire alarm system related work (e.g., smoke detectors, relays, etc.).
- Power above 24V

The price for the controls system, per the scope of work above is:

Base Total Tax Excluded..... \$ 79,278.00

TDIndustries reserves the right to reprice project materials when our parts submittal is approved by the project's engineer-of-record if more than 60 days have passed between the proposal date and the parts submittal approval date.

Thank you very much for the opportunity to provide pricing for the work listed above. Please contact me at the one of the numbers listed below if you have any questions or need further information.

Best regards,

Carl Boone
Account Manager III
Mobile #: (214) 763-4426
E-Mail: carl.boone@tdindustries.com

LIMITED WARRANTY	
1	EQUIPMENT, GOODS, MATERIAL PURCHASED AND INSTALLED BY TDINDUSTRIES: TDIndustries, Inc. shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of equipment, goods, or material that are defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the customer and sole obligation of TDIndustries, Inc. THERE ARE NO WARRANTIES, EITHER WRITTEN OR ORAL, IMPLIED OR STATUTORY RELATING TO THE EQUIPMENT, GOODS, OR MATERIAL, PROVIDED WHICH EXTEND BEYOND THAT DESCRIBED IN THIS PARAGRAPH. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.
2	Workmanship - Repair Installation - TDIndustries, Inc. warrants its workmanship to be free from defects for a period of 12-months from the date of completion of the above equipment, goods, and material. Sewer and Drain Cleaning - TDIndustries, Inc. warrants its workmanship for sewer and drain cleaning for a period of 24 hours from the date of completion. Any foreign material retrieved from sewer or drain will discharge warranty and incur additional costs for clearing stoppage.
	This proposal is submitted for customer's consideration with the understanding that it must be approved by TDIndustries, Inc. after its acceptance by the customer and is not binding upon TDIndustries, Inc. until so approved in writing.
	Your acceptance of this proposal is expressly limited to the terms of this document. Any additional or different terms or conditions set forth in your purchase order or in any similar such communication are hereby objected to by TDIndustries, Inc. and shall not be binding nor effective unless assented to in writing by an authorized representative of TDIndustries, Inc. Any order or any statement of intent to proceed with installation or any direction to proceed with installation or acceptance of this proposal or payment in full or part for any of the work or equipment furnished shall constitute customer's assent to the terms and conditions of this proposal.
	THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE CONTAINED IN ANY ATTACHMENT HERETO.
STANDARD TERMS AND CONDITIONS	
	THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE CONTAINED IN ANY ATTACHMENT HERETO.
1	TDIndustries, Inc. liability or any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such labor, equipment, goods or material, or part thereof involved in the claim. TDIndustries, Inc. shall not, under any circumstances, be liable for any labor charges without the prior written consent of TDIndustries, Inc. TDIndustries, Inc. shall not, in any event, be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits, revenues, loss of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If TDIndustries, Inc. furnishes Customer with advice or other assistance which concerns labor, equipment, goods, or material furnished hereunder, or any systems or equipment in which of such equipment, goods, or material may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject TDIndustries, Inc. to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
2	If TDIndustries, Inc. encounters asbestos, polychlorinated Biphenyl (PCB) or other hazardous substances on the site, TDIndustries, Inc. will stop work and report the condition to the owner or owners' representative. TDIndustries, Inc. will not resume work in the affected area until the asbestos, PCB's or other hazardous substances have been removed or otherwise controlled so that it does not pose a health or safety threat.
3	Any installation dates given in advance are estimated. Installation will be subject to prior orders with TDIndustries, Inc. TDIndustries, Inc. shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond TDIndustries, Inc. reasonable control.
4	On arrival of any equipment, goods and material at the shipping address specified on the reverse side hereof, Customer shall assume all risk or loss or damage to such equipment, goods, or material.
5	In the event Customer requires TDIndustries, Inc. to delay shipment or completion of the work under this proposal, payment pursuant to this proposal shall not be withheld or delayed on such account. TDIndustries, Inc. shall have the right to deliver any portion of the equipment, goods or material to be furnished hereunder and to bill Customer therefore, and Customer agrees to pay for the same in accordance with terms of the payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery. In such event, such portion of the equipment, TDIndustries, Inc. may store goods or material ready for shipment at Customer's risk and expense.
6	The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which TDIndustries, Inc. shall be liable for, either on its own behalf or on behalf of Customer, or otherwise, with respect to any equipment, goods, material or service covered by this proposal, shall be in addition to the prices set forth herein and shall be paid by Customer.
7	If the equipment, goods or material furnished hereunder requires the use of water or steam, recirculated or otherwise, TDIndustries, Inc. shall not be liable for the effect of its physical or chemical properties upon said equipment, goods or material.
8	All skilled or common labor which may be furnished by the Customer shall be considered and treated as Customer's own employees, and Customer agrees to fully protect and indemnify TDIndustries, Inc. against all claims for accidents or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.
9	No oral representations are binding upon TDIndustries, Inc. unless reduced to writing and signed by an authorized representative of TDIndustries, Inc. All changes to this contract must be in writing.
	Revised 05-09-2008