

# H.T. LYONS

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May 17, 2021

City of Allentown City Hall  
435 Hamilton St.  
Allentown, PA 18101

Attention: Mr. Theodore Berger

RE: City Hall Chiller Replacement  
Existing 250 Ton York Water Cooled Chiller  
M/N: YRTBTATO-46A  
S/N: SDNM-308000

Proposal #JK2021-80  
COSTAR Contractor #008-566

Dear Ted,

Per your request, we respectfully submit our lump sum proposal for a like in kind replacement of the existing York 250 ton chiller for above mentioned at your facility. This proposal is based on the field survey conducted by our firm.

Throughout the COVID-19 pandemic, H.T. Lyons' primary initiative has been to assess its customers' mechanical building systems and make improvements which result in their safe and continued operation in accordance with CDC and ASHRAE guidelines. In addition to finding ways to mitigate virus concerns, our team of service technicians, specialists, and engineers often identify deficiencies which, when addressed, will improve equipment performance and occupant comfort.

Chiller plants are often regarded as the heart of the mechanical building system that other HVAC systems, such as air filtering and ventilating units, rely on to continue operating effectively. The primary goal of this chiller replacement project is to replace the old failing chiller with a new modern chiller, to ensure the building's occupants remain comfortable and safe for years to come.

## **SCOPE OF WORK**

- a) Reclaim R134A Freon from exiting mentioned York chiller and dispose of per EPA guidelines.
- b) Disconnect electrical power and perform lock-out / tag-out.
- c) Isolate and drain condensing water.
- d) Isolate and drain chilled water.

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- e) Disconnect and remove existing supply & return condensing and chilled water lines back to point of new connections.
- f) Disassemble existing York chiller for removal from premises.
- g) Furnish and install (1) New 225 ton Smardt water cooled chiller.
  - Knockdown Shipment – Full knockdown construction – unit shipped disassembled.
  - OIL FREE, magnetic bearing, magnetic high-speed variable speed centrifugal Compressor(s).
  - Compressor suction and discharge isolation valves.
  - Stepless capacity control using inlet guide vanes and internal variable speed drive.
  - Environmentally friendly HFC 134a refrigerant.
  - Cleanable flooded evaporator providing low temperature approach and built to ASME standard.
  - Water cooled cleanable shell and tube condenser built to ASME standard.
  - High resolution electronic expansion valve.
  - 3/4" closed-cell insulation to prevent external condensation.
  - Advanced Control System including integrated communication for precise capacity control.
  - BACnet MSTP/IP
  - 12" color graphical interface with panel mounted touch-screen
  - First year refrigerant warranty
  - 12/18 month standard parts and labor warranty.
- h) Fabricate and install new schedule #40 carbon steel supply and return chilled and condensate water piping and fittings.
- i) Reinsulate new chilled water lines.
- j) Extend existing conduit and wiring to new chiller.
- k) Reconnect wiring to the factory furnished breaker on the new chiller
- l) Extend existing control wiring to the chiller.
- m) Check, test, Startup, by factory certified technicians.
- n) Lead time needs to be confirmed after submittal approval release.
- o) Freight.

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## CLARIFICATIONS

- a) Design and engineering services are not included in the proposed scope of work.
- b) Existing chiller pad to be reused.
- c) All electrical work to be performed a licensed subcontractor.

## EXCLUSIONS

- a) Premium time labor (see comment below)
- b) Vibration isolation pad (not required by manufacturer)
- c) Spring Isolators
- d) Seismic requirements
- e) Harmonic or EMI Filters
- f) Painting
- g) The identification, detection, abatement, encapsulation or removal of asbestos or other hazardous substances
- h) We exclude temporary Services
- i) Any additional work not included in the scope of work.

## SCHEDULE

All work shall be performed during normal business hours, Monday through Friday (except holidays). This proposal does not include any additional premium time, weekends, holidays, or shift work, even for makeup days. Costs associated with making up lost time due to weather and natural or unnatural events are not included.

## PRICING

Our Lump Sum Price	<b>\$258,511.00</b>
Electrical Allowance Included in Lump Sum Price	<b>\$9,200.00</b>
4 Years extended warranty chiller and compressor PARTS ONLY: <b>Add</b>	<b>\$7,014.00</b>
4 Years extended warranty chiller and compressor PARTS & LABOR: <b>Add</b>	<b>\$10,335.00</b>
Performance Bond If Applicable: <b>Add</b>	<b>3%</b>
Permits: Add if applicable: <b>Add</b>	<b>At Cost</b>

This price is valid for thirty (30) days and subject to renegotiations thereafter.

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This Proposal will become a binding Agreement only after acceptance by Customer as evidenced by signature below. This Proposal and Agreement includes the attached Terms and Conditions binding upon the parties.

CUSTOMER

By \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

H.T. LYONS, INC.

\_\_\_\_\_  
Jerry Kuhns  
Sales Representative

\_\_\_\_\_  
Project Sales  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer Signature

Customer Purchase Order No.: \_\_\_\_\_

We thank you for this opportunity to submit this lump sum proposal. We trust we have been of service to you in this matter and look forward to working with you. If you have any questions or require additional information please contact me at (610) 530-2600, ext. 148.

Thank You,

*Jerry Kuhns*  
Project Sales Account Manager

**H.T. LYONS, INC.**

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## TERMS AND CONDITIONS

The following terms and conditions are incorporated into and made a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. Contractor may invoice Customer on a monthly basis, and Customer will pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement, without notice, and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately, without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1-1/2% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.
4. Customer shall be responsible for all taxes applicable to the services and/or materials provided hereunder.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
6. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.

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7. In the event of a breach by Contractor of the terms of this Agreement, including, without limitation, Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, for Contractor to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including, without limitation, negligence), statute or otherwise, exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance, and not in limitation, of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

8. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control, including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees) arising out of, or resulting from, the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, an invitee of Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.

10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes or materials are encountered, Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials, and the resultant hazards, are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

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12. This Agreement is between Contractor and Customer alone, and neither intends that there be any third party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including, without limitation, reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.

13. Each of the parties hereto is an independent contractor and neither party is, or shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other, or in any manner assume or create any obligation on behalf of, or in the name of, the other.

14. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding between the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer without the express prior written consent of Contractor. This Agreement shall be governed by, and construed in accordance with, the laws of Pennsylvania, without giving effect to that State's conflicts of laws principles.