

May 21, 2021

Clarinda High School
100 N. Cardinal Drive
Clarinda, IA 51632

Attn: Craig Hill

Project: High School Wrestling Room RTU

Scope of Work:

Facility Advocates is pleased to provide you this proposal to provide and install (2) New 15 ton Carrier RTU and (1) New 12.5 ton Carrier RTU. This will include crane rental and all of the necessary labor and installation materials to complete the installation.

Mechanical Install:

- Remove and dispose of existing unit(s) per EPA guidelines
- Disconnect and reconnect gas line
- Install new curb adapters
- Install new condensate drain
- Perform start up on unit and document operation
- Train District staff on operation and maintenance of the new unit

Notes and Clarifications:

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Asbestos or hazardous material abatement removal shall be performed by customer
- Facility Advocates will provide a (1) year parts, (1) year labor, and (5) year compressor parts warranty on equipment and installation.

Total Price: \$78,485

Excludes:

- Sales / Use Tax
- Bid, Payment, and/or Performance Bond
- Control wiring
- Line voltage electrical

AGREEMENT IS SUBJECT TO CUSTOMER'S ACCEPTANCE OF THE ATTACHED TERMS AND CONDITIONS
AND IS VALID 30 DAYS FROM PROPOSAL DATE:

<i>Kevin Hoffart</i>	
Customer Acceptance	Kevin Hoffart
Printed Name	Printed Name Project Development
Title	Title
Purchase Order	05/21/2021
Acceptance Date	Signature Date

TERMS AND CONDITIONS

By accepting this proposal, purchaser agrees to be bound by the following terms and conditions.

1. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk.
2. **INVOICING & PAYMENTS:** Facility Advocates will invoice per the payment term listed in the pricing schedule. Waivers of lien, if applicable, will be furnished upon request, as the work progresses; to the extent payments are received. If our invoice is not paid within 30 days of its issuance, it is delinquent. Invoices not paid within 60 days will bear interest at the rate of 1 ½% per month (18% annum).
3. **WARRANTY:** Facility Advocates warrants that the installation shall be free from defects in workmanship for one (1) year from the date of installation. Facility Advocates will repair installation defects at no charge to the customer. Any and all warranties upon any equipment shall be those of the manufacturer, subject to any limitations thereon. Facility Advocates will assist purchaser in any warranty claims made to manufacturer. This warranty does not cover damage caused by misuse or negligence and does not apply to the equipment installed nor work done by others. This warranty shall be voided if the work performed by Facility Advocates is repaired by others or in any way abused, altered or misused or which has not been properly and seasonably maintained. **THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.**
4. **LIABILITY:** Facility Advocates 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.
5. **TAXES:** The price of this proposal does not include duties, sales, use, excise, or other similar taxes unless required by federal, state or local law. Purchaser shall pay in addition to the stated price, all taxes not legally required to be paid by Facility Advocates or, alternatively, shall provide Facility Advocates with acceptable tax exemption certificates. Facility Advocates shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
6. **PERMITS & FEES:** The price of the proposal does not include any amount for local or state fees, permits, or drawings, unless otherwise indicated on the contract.
7. **DELAYS:** Facility Advocates shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Facility Advocates' control, including, but not limited to, acts of God, fire, riots, labor disputes, acts or omissions of the purchaser, owner or other contractors or delays caused by suppliers or subcontractors of FACILITY ADVOCATES, etc.
8. **COMPLIANCE WITH LAWS:** Facility Advocates 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. This proposal does not include the amount for local or state permit fees or drawings, unless otherwise specified.
9. **ATTORNEY'S FEES:** Purchaser agrees that they will pay and reimburse Facility Advocates for any and all reasonable attorney's fees which are incurred by Facility Advocates in the collection of amounts due and payable hereunder.
10. **INSURANCE:** Insurance coverage in excess of Facility Advocates' standard limits will be furnished when requested and required. No credit will be given or premium paid by Facility Advocates for insurance afforded by others.
11. **INDEMNITY:** The parties hereto agree to indemnify each other from any and all liabilities, claim, 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.
12. **OCCUPATIONAL SAFETY AND HEALTH:** The parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT:** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES:** No change or modification of any of the terms and conditions stated herein shall be binding upon Facility Advocates unless accepted by Facility Advocates in writing.
15. **LIEN NOTICE:** Upon acceptance of this proposal you will be sent the appropriate lien notice, if applicable. This lien notice will be for Facility Advocates' payment protection