EMCOR Services Scalise Industries is pleased to provide the following proposal to...

**Demo**
- Removal of existing (3) condensing units
- Removal of existing piping
- Removal of existing (18) branch controller boxes and all associated wiring
- Removal of 208 single phase wiring (the entire system)
- Removal of condensing unit that serves the data room closet

**Install**
- Replace (18) branch controller boxes with (2) new branch controller boxes that will be relocated in the hallway
- Install (2) new condensing units on the roof
- Install 1 ton ductless split that will serve the data room closet
- Verify pipe lengths (via drawings) depending on exact location of branch controller boxes and verify that drawing is correct
- Thermal Tech (Daiken) will present final pipe sizes to give exact refrigerant amount which is detrimental to the system
- Install piping per sizes provided by Thermal Tech

**VRF Report**
- All low voltage wire from indoor units to branch control boxes
- All high voltage wire from branch control boxes to the condensing units
- Pressure test system- using 550psi for 12 hours
- Complete the RX11 Flush
- Vacuum test- Thermal Tech will be present. A picture will be taken of the vacuum gage. Thermal Tech will verify vacuum
- Complete Start up
- Commission the system
- Thermal Tech will check every thermostat to ensure everything is running correctly
- Run test procedure- Thermal Tech will take the unit through all operating ranges
- Customer will receive training on the system
- Customer will receive all reports on the system

NOTE: All GC work is to be performed by Marion County Schools
Thank you for the opportunity to provide your mechanical service needs. Please don't hesitate to contact me with any questions.

Exclusion: All work to be done during normal working hours 7:00 AM to 4:00 PM. This contract excludes hazardous waste removal, any asbestos related work or any additional work not defined in the proposal.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

TWO HUNDRED EIGHTY SEVEN THOUSAND, TWO HUNDRED FORTY DOLLARS...
TOTAL: $287,240.00

Payment to be made as follows: Net 30 days

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or division from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents our delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our Workers are fully covered by Workman’s Compensation Insurance

Authorized Signature
Brandi Hines
bhines@scaliseindustries.com

NOTE: This proposal may be withdrawn if not accepted within 60 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Signature
Date of Acceptance

WO # LC MC EC SC Other
GENERAL TERMS AND CONDITIONS OF THE SCALISE INDUSTRIES FACILITIES AGREEMENT

1. Scope of Work. The service work to be performed by SCALISE INDUSTRIES ("SCALISE") for CUSTOMER under this Service Agreement (the "Work") will be as stated in the Scope of Work section of the Service Agreement, which Scope of Work is mutually agreed upon and accepted by CUSTOMER. Any work not specifically identified in the Scope of Work section is not included in this Service Agreement.

2. Basis of Work. The Work will be performed in accordance with the specifications, criteria, and standards listed this Service Agreement.

3. Access, Temporary Services, and Cleanup. Unless otherwise stated in the Scope of Work, the following services and utilities will be furnished by CUSTOMER or others to provide safe and reasonable working conditions for the progress and completion of the Work: (a) timely access to and ingress throughout the site and the structures for the hoisting and placement of SCALISE's equipment and materials; (b) timely access to areas and equipment to allow SCALISE to install, start, and stop the equipment as necessary to perform required services; (c) sufficient quantities of the specified quality and type of filters, fuels, lubricants, chemicals, water and any other solids, liquids and gases required to perform SCALISE's Scope of Work; and (d) placement and removal of a centrally located dumpster in which SCALISE will place debris generated by its Work.

4. Changes. At any time during the term of the Service Agreement, CUSTOMER may request changes in the Work within SCALISE's general scope. If such changes will involve changes in the Service Agreement Price and/or Schedule, SCALISE will submit a proposal regarding its requested changes to the Service Agreement Price and/or Schedule and CUSTOMER will issue a change order adjusting the Service Agreement Price and/or Schedule as mutually agreed. Unless CUSTOMER and SCALISE agree to the contrary, no work will be undertaken by SCALISE on any such change until the change order has been issued and signed by both parties. In the event an agreement on price is not reached, CUSTOMER may direct SCALISE to proceed with the change and such work will then be done on a time and material basis plus a percentage fee of thirty (30%) applied to all costs of labor, material, supervision, and subcontracts.

5. Payments. Payments will be made within thirty (30) days of the date invoiced. Late payments received after the date on which they are due will be subject to interest at a rate of one percent (1%) per month, or any part thereof until payment is received.

6. a) Warranty. SCALISE will repair or replace any construction work performed by it or its subcontractors that is found to be defective in materials or workmanship within one (1) year from the date installation, provided that SCALISE has been provided prompt, written notice of any such defects. The foregoing repair or replacement will be the limit of SCALISE's liability for defects and will provide the exclusive remedy for CUSTOMER.

b) All parts provided by Scalise Industries will be warranted for a period of 90 days from the date of installation unless the parts manufacturer provides different warranty terms. The warranty covers parts only, labor will be charged at contracted rates.

c) With respect to all equipment within the Scope of Work that is procured by SCALISE from outside manufacturers or vendors, SCALISE will use its best good faith efforts to obtain similar warranties from these manufacturers or vendors. SCALISE will pass on for the benefit of CUSTOMER all such warranties. Further, SCALISE agrees to act on behalf of the CUSTOMER for purposes of enforcing such warranties with respect to equipment furnished by outside sources.

d) Repair or replacement of items not provided by SCALISE is excluded from this Warranty. This Warranty is conditioned upon proper operation and maintenance by CUSTOMER and will not apply if the failure is caused or contributed to by accident, alteration, abuse, misuse, failure to properly operate the system, or other causes beyond the control of SCALISE. Only SCALISE's personnel or agents will be permitted to perform the Warranty work. If a Warranty call is made and inspection indicates a condition that is not covered under this Service Agreement or this Warranty, SCALISE will be reimbursed for its services.

e) THIS WARRANTY IS THE EXCLUSIVE REMEDY FOR DEFECTS IN SCALISE'S WORK AND IS IN LIEU OF ANY OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR AN INTENDED USE.

7. Safety. SCALISE will conduct the Work in strict accordance with its Safety Manual, the safety programs instituted by CUSTOMER, and all applicable OSHA safety regulations. CUSTOMER and SCALISE will make available to each other all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

8. Hazardous Substances. SCALISE's obligations under this Service Agreement do not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, SCALISE's sole obligation will be to notify CUSTOMER of the existence of such products and materials. SCALISE will have the right thereafter to
suspend its Work until such products or materials and the resultant hazards are removed. The time for completion of the Work will be extended to the extent caused by such a suspension, and the Service Agreement Price will be equitably adjusted.

9. Insurance. SCALISE will carry Commercial General Liability Insurance with limits of $2,000,000 and Automobile Insurance with limits of $1,000,000. CUSTOMER will carry all Risk Property Insurance or Builder’s Risk Insurance, including extended coverage, without cost to SCALISE with limits equal to or greater than the value of the equipment being serviced and a deductible not greater than $10,000 per occurrence.

10. Indemnification. SCALISE agrees to indemnify CUSTOMER from and against any and all claims, losses, or liabilities for personal injury or property damage, as well as costs and expenses incurred in the defense thereof including attorney’s fees, caused by SCALISE’s negligence in the performance of the Work under this Service Agreement. CUSTOMER agrees to indemnify SCALISE from and against any and all claims, losses, or liabilities for personal injury or property damage, as well as costs and expenses incurred in the defense thereof including attorney’s fees, caused by CUSTOMER’s negligence or hazardous conditions in the CUSTOMER’s facility.

11. Limitation of Liability. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, WILL CUSTOMER OR SCALISE BE LIABLE OR RESPONSIBLE TO EACH OTHER FOR LOSS OF USE, LOSS OF PROFITS, OR ANY OTHER SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

12. Termination. This Service Agreement will be on a one (1) year term, which will automatically renew if not terminated within thirty (30) days of anniversary date by written notice by either party at any time for any reason.

13. Dispute Resolution. CUSTOMER and SCALISE agree to negotiate in good faith to resolve any and all disputes arising from or relating to this Service Agreement or any alleged breach of this Service Agreement. In the event that the dispute cannot be resolved, it will be referred up to the executive level required to reach a resolution. If CUSTOMER and SCALISE executives are unable to resolve a dispute, the dispute will then be submitted to non-binding mediation. If CUSTOMER and SCALISE are still unable to resolve the dispute in mediation, the dispute can then be submitted to binding arbitration under the Construction Industry Rules of the American Arbitration Association then in effect. Any such arbitration demand or any other legal action by CUSTOMER or SCALISE relating to this Service Agreement or any alleged breach of this Service Agreement must be commenced within two (2) years from the date of the successful Acceptance Test or the applicable statute of limitations, whichever is earlier.

14. Assignment. This Service Agreement cannot be assigned by one party to a third party without the express written consent of the other party to this Service Agreement. Either party may subcontract portions of its obligations to others, but that party will still be principally liable and responsible to the other party for the satisfactory performance of the Service Agreement.