

March 31, 2023

*Babb Elementary
4150 US-89,
Browning, MT 59417*

RE: *Install Two VFD's for Supply and Return on AHU*

We value and appreciate the opportunity to propose and provide installation for the following scope of work. Our goal is to provide a value-driven solution for your building, completed safely, efficiently and professionally. The solution below outlines the resolution we have designed specifically this work.

Scope of Work:

- *FICO will install two new VFD's on the AHU and integrate with BAS*

Included in Solution:

- *Travel time/mileage/overnight included*
- *Materials and Installation of VFD Drive*
- *Electrician to Provide Power to VFD as needed*
- *Add controls, sensors and program VFD's to run with Schneider BAS*
- *Start, run and check operation of VFD's*

EXCLUDED from Solution:

- *Major repairs of equipment*
- *Additional Repairs*
- *Parts associated with repairs*

Proposal Price \$33,323.00

Acceptance: The cost-of-work, specifications and conditions are hereby accepted and Facility Improvement Corporation (FICO) is authorized to do the work as specified.

Payments: FICO may invoice upfront for project management, material and equipment and/or submit progress payments for installation labor throughout the duration of this project

NOTE: This proposal may be withdrawn or revised if not accepted within 30 days.

Thank you,
Devon Pettit

CUSTOMER ACCEPTANCE:

Customer Name: _____

Date: _____

Customer Signature: _____

PO#: _____

Terms

Extra Work/Reduction in Work. Additions, deletions, and modifications to this agreement may be made only upon the mutual consent of the Customer and FICO. FICO hereby agrees that no extra work shall be allowed or changes made by FICO or paid for by the Customer unless and until authorized by the Customer or his Contracting Agent before the work is or changes have begun. The Customer shall have the right to order in writing the omission of the parts of work or materials. In the event of a reduction of work or materials, there shall be an appropriate reduction in compensation payable to FICO.

Warranty Policy. FICO will honor original manufactures warranty on all FICO supplied parts and equipment. FICO for a period of 90 days warranties all labor to be free from defects in workmanship. (If this is a new project or equipment install Warranty may be 1 year).

Indemnity. FICO and the Customer agree that FICO shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission by FICO. FICO and the Customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents. Neither FICO nor the Customer will be responsible to the other for any special, indirect, or consequential damages.

Federal State and Local Codes. FICO hereby agrees to comply with all Federal, State, and Local codes and regulations and all municipal ordinances and regulations effective where the work is to be performed under this contract, and to pay all fees, taxes, and expenses in connection with such compliance.

Insurance. Without limiting any of the other obligations or liabilities of FICO, FICO shall secure, maintain and pay for such insurance from an insurance company authorized to write insurance in the state in which the project is located, as will protect FICO, the Owner, and their respective agents and employees from claims for bodily injury, death or property damage which may arise from operations and completed operations under this Agreement. Such coverage shall be written for claims arising out of all premises/operations, subcontracted operations, products/completed operations, and all liability assumed by FICO under any contract or agreement. FICO shall not commence work under this Agreement until such insurance has been obtained. Certificates of Insurance, with binders, or certified copies of the insurance policy shall be provided to the Customer upon request. All insurance shall remain in effect throughout the life of the agreement. Each insurance policy shall contain a clause providing that it will not be canceled by the insurance company without 30 days written notice to FICO. The minimum amounts of such insurance shall be the greater of (1) minimum amounts required by law, (2) the following:

Commercial General Liability

A. **Bodily Injury and Property Damage**

\$1,000,000.00 Each Occurrence

\$2,000,000.00 General Aggregate

\$1,000,000.00 Products and Completed Operations Aggregate

Coverage to include: Personal Injury; Premise Operations; Products completed Operations; Contractual; and Operations of Independent Contractors.

B. **Automobile Liability**

\$1,000,000.00 Each Occurrence

Coverage to include: All Owned; All Non-Owned; and All Hired.

C. **Worker's Compensation**

\$500,000.00 Per Person

\$1,000,000.00 Per Occurrence

Coverage to include: Occupational Disease; and Employer's Liability.

Safety. At all times, FICO shall comply with all safety requirements of the Occupational Safety and Health Act and of the Owner. FICO also agrees to employ any additional precautions necessary to prevent injury to workmen, and others on or about the site.

Disputes. If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes not resolved by negotiation shall be resolved in accordance with the Commercial Rules of the American Arbitration Association in effect at the time, except as modified herein. All disputes shall be decided by a single arbitrator. A decision shall be rendered by the arbitrator no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. No discovery shall be permitted. The arbitrator shall issue a scheduling order that shall not be modified except by the mutual agreement of the parties. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorney's fees, incurred as a result of the dispute.

Miscellaneous Provisions. This Agreement cannot be assigned by either party without the prior written consent of the other party. This Agreement is the entire Agreement between FICO and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between FICO and the Customer. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.