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(715) 835-3169

3213 Louis Ave, Suite G • Eau Claire, WI 54703

Contractor #255636

### Proposal # 25-B-0364

To: Turtle Lake Schools  
205 N Oak St,  
Turtle Lake, WI  
Attn: Corey Daniels

Re: Replace existing IMC AC condenser  
and Coil  
Date: September 4, 2025

We hereby submit specification and estimates for the above-mentioned project:

Work to include:

- Remove existing rooftop condenser and coil from AHU
- Install NEW 20-ton single circuit Rheem condenser
- Replace DX Coil R410A
- Liquid line filter drier and solenoid valve
- Crane Rental
- Electrical
- Startup
- Labor and Materials
- Travel

<b>Total Price for All Work:</b>	<b>\$60,055.00</b>
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65,255.00  
via phone.

**\*Controls Excluded\***

Work to be Performed During the Hours of 7:00 am – 3:30 pm

We Propose Hereby To Furnish Material And Labor – Complete In Accordance With These Specification, For The Sum Of : See Above

Payable As Follows: Due upon receipt.

All Material Is Guaranteed To Be As Specified. All Work To Be Completed In A Workmanlike Manner According To Standard Practices. Any Alterations Or Deviation From Above Specifications Involving Extra Cost Will Be Executed Only Upon Written Orders, And Will Become An Extra Charge Over And Above The Estimate. All Agreements Contingent Upon Strikes, Accidents Or Delays Beyond Our Control. Owner To Carry Fire, Tornado, And Other Necessary Insurance. Our Workers Are Fully Covered By Workmen’s Compensation Insurance.

Authorized Signature *Levi Cooley*

Levi Cooley

Note: This Proposal May Be Withdrawn By Us If Not Accepted Within 15 Days.

Acceptance Of Proposal – The Prices, Specification And Conditions Are Satisfactory And Are Hereby Accepted. You Are Authorized To Do The Work As Specified. Payment Will Be Made As Outlined Above.

Signature \_\_\_\_\_ Date \_\_\_\_\_





## Service & Maintenance Terms & Conditions

1. Customer shall permit and provide Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform required services/work. All planned work under these Terms and Conditions will be performed during Contractor's normal working hours unless agreed to otherwise.
2. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder unless a tax exempt certificate is provided prior to the work being performed.
3. Customer will pay invoices upon receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work being performed under these Terms and Conditions without notice at which time the entire amount owed shall become due and payable immediately upon demand. All invoices not paid in 30 days will be charged 1-1/2% interest per month on the unpaid balance as well as any fees incurred resulting from collection efforts, unless payment terms have already been predetermined. A 3% surcharge is added to all credit card payments to cover the cost of processing the transaction. This surcharge is not greater than our total cost of accepting credit card payments. There is no surcharge for debit card payments.
4. Due to the current market and the unexpected changes in material and equipment pricing, Suppliers/Vendors will not guarantee their prices; therefore, prices are subject to change from the date of the proposal. If the price of material or equipment significantly increases, through no fault of Contractor, the price shall be adjusted by the amount necessary to cover the increase.
5. Any approved work performed outside the scope of this Contract will be performed in accordance with these terms and conditions subject to mutual agreement of scope of work and rates/compensation.
6. In the event Contractor must commence legal action in order to recover any amount payable under this Contract, Customer shall pay Contractor all court costs and attorney's fees incurred by Contractor.
7. Any claims relating to Contractor's workmanship shall be commenced within 30 days following completion of work or be deemed barred unless otherwise stated in the proposal.
8. Contractor shall not be liable for any delay, loss, damage or detention caused by 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, action of the elements, forces of nature, or by any cause beyond its control. Any loss or damage from any cause, not by the fault of the Contractor, to the materials onsite or work in place shall be borne by the Customer. Customer assumes no responsibility whatsoever on account of damage to or theft of Contractor's tools and/or equipment, unless said tools and equipment are damaged or stolen by negligence of the Customer.
9. Customer shall make available to Contractor's personnel all pertinent Safety Data Sheets (SDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
10. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under the Contract.
11. Contractor's obligation and any subsequent contract does not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such



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products or substances are encountered, Contractor's sole obligation will be to notify the Owner of the existence of such products and materials. Contractor shall have the right thereafter to suspend its work until such products or materials and the resultant hazards are safely removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

12. The work will be performed based on the applicable union labor agreements.

13. Contractor shall procure and maintain the following insurance limits with coverages to the extent caused by the Contractor's negligent acts, errors or omissions in the performance of the Work; Workers Compensation Employer's Liability, including "Stop Gap", \$1,000,000 each accident, Commercial General Liability \$2,000,000 each occurrence, \$2,000,000 products/completed operations, \$4,000,000 general aggregate (per project); Commercial Automobile Liability bodily injury and property damage combined single limit \$2,000,000. A certificate of insurance will be provided upon request. If insurance coverage is required above the levels listed above, they can be provided with additional premium costs paid for by the Customer with a change to the Contract.

**14. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CONTRACTOR AND ITS AFFILIATES, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, INJURIES OR LIABILITIES, OF ANY KIND INCLUDING ATTORNEY'S FEES, RESULTING FROM OR IN ANY MANNER RELATED TO OR CONNECTED WITH THE WORK PERFORMED BY THE CONTRACTOR UNDER THIS CONTRACT (WHETHER ARISING DURING OR FOLLOWING THE PERFORMANCE OF THE WORK), AND ALL ACTIVITIES RELATED THERETO, OR OCCURRING OR RESULTING FROM THE USE BY THE CONTRACTOR OR ITS AGENTS OR EMPLOYEES OF MATERIALS, EQUIPMENT, INSTRUMENTALITIES OR OTHER PROPERTY, WHETHER THE SAME BE OWNED BY THE CUSTOMER, THE CONTRACTOR OR THIRD PARTIES, EXCEPT FOR AND TO THE EXTENT OF CLAIMS AND LIABILITIES ARISING SOLEY OUT OF THE CONTRACTOR'S NEGLIGENT ACTS OR OMISSIONS BUT SUBJECT TO THE LIMITATION IN PARAGRAPH 14.a BELOW. CUSTOMER SHALL INDEMNIFY CONTRACTOR FOR COMPANY'S LEGAL FEES, COSTS AND DISBURSEMENTS PAID OR INCURRED TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH. CUSTOMER FURTHER AGREES TO OBTAIN MAINTAIN AND PAY FOR SUCH INSURANCE COVERAGE AND ENDORSEMENTS, INCLUDING COMPLETED OPERATIONS COVERAGE, AS WILL INSURE THE PROVISIONS OF THIS PARAGRAPH AND, UPON REQUEST, SHALL PROVIDE CONTRACTOR WITH EVIDENCE THEREOF. IF THE ABOVE INDEMNIFICATION IS UNENFORCEABLE IN THE STATE IN WHICH THE WORK IS PERFORMED, THEN THE FOLLOWING LIMITED LIABILITY LANGUAGE APPLIES:**

**14.a. CUSTOMER AGREES THAT THE LIABILITY OF CONTRACTOR, IT'S OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANY, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS AND VENDORS TO CUSTOMERS AND OR OTHER OCCUPANTS OR VISITORS OF THE PROPERTY, ARISING OUT OF THE CONTRACTOR'S NEGLIGENT ACTS OR OMISSIONS, SHALL BE LIMITED TO THE LESSER OF \$10,000.00 OR THE AMOUNT OF THE CONTRACT/ PRICE OF WORK PERFORMED BY THE CONTRACTOR. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL JUDGMENTS, CLAIMS, LIABILITY, COSTS, EXPENSES, LEGAL FEES AND ALL DAMAGES OR LOSSES OF ANY NATURE, SUSTAINED BY CUSTOMER, CONTRACTOR OR SUBCONTRACTOR, OR ANY OTHER PARTY CLAIMING BY OR THROUGH THEM. THIS LIMITATION DOES NOT APPLY TO CLAIMS OF INTENTIONAL, WILLFUL OR WANTON ACTS. IT IS UNDERSTOOD AND AGREED BY THE CUSTOMER THAT THE CONTRACTOR IS NOT AN INSURER AND THAT INSURANCE COVERAGE SHALL BE OBTAINED BY THE CUSTOMER AND THAT THE AMOUNTS**





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**PAYABLE TO THE CONTRACTOR HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES TO BE RENDERED AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY AND THE PROPERTY OF OTHERS LOCATED ON THE PREMISES. CUSTOMER AGREES TO LOOK EXCLUSIVELY TO THE CUSTOMER'S INSURANCE TO RECOVER FOR INJURY OR DAMAGE IN THE EVENT OF ANY LOSS OR INJURY AND THE CUSTOMER RELEASES AND WAIVES ALL RIGHT OF RECOVERY AGAINST CONTRACTOR ARISING BY WAY OF SUBROGATION.**

**15. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT, (INCLUDING NEGLIGENCE) EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES. THIS WAIVER OF DAMAGES SHALL SURVIVE THE TERMINATION OF CONTRACT.**

**16. The Customer specifically acknowledges they have read and reviewed these Terms and Conditions in their entirety, understood them and agreed to their contents before the Work begins. Further, the person executing these Terms and Conditions represents they have the full authority of the Customer to bind the Customer to these Terms and Conditions.**

17. The Contractor will be permitted, at all reasonable times, to enter the property to conduct the work as outlined in this Contract. Contractor warrants all material furnished hereunder to be free from defects in workmanship and materials provided Customer notified Contractor in writing of such defect within ninety (90) days from acceptance of the work. Contractor's sole obligation on any warranty claim is limited to replacement or repair of the defective part or material. No other express warranty is given and no affirmation of Contractor, by words or actions, shall constitute a warranty. THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

18. Customer agrees to require its insurance policies to be endorsed so as to waive all rights of subrogation against Contractor.

19. This Contract may not be assigned by Customer without the written consent of the Contractor.

20. As the Contractor is not a Disadvantaged Business Enterprise, no DBE, MWBE or other minority program participation goals or requirements are included or inferred. Should this project involve DBE, MWBE or other minority program participation goals or requirements, please advise in writing regarding the specific nature of those goals or requirements and specifically how they impact the Contractor.

21. If any provision hereof shall be invalid, the remaining provisions shall survive and be enforceable against the parties. The law of the state where the work is performed will govern. This Contract supersedes all prior agreements. This Contract may be modified only by a written instrument signed by both parties.

22. If Customer wishes Contractor to make any additional repairs, alterations, or replacements as a result of the work performed, the Contractor will do so for additional compensation to be agreed upon by the parties. Contractor is responsible for the new work only. Any testing required of the old or existing systems will be done as an additional charge unless otherwise specified.

23. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control including, without limitation, the following force majeure events: a)



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COVID-19 Pandemic; b) flood, fire, earthquake or explosion; c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; d) government order, law or actions; e) embargoes or blockades in effect on or after the date of this Contract; f) national or regional emergency; g) strikes, labor stoppages or slowdowns or other industrial disturbances; h) shortage of adequate power or transportation facilities; i) acts of God and j) other similar events beyond the reasonable control of the impacted party.



