




PREPARED FOR:		QUOTED BY:	
ACCOUNT	ISD #256 Red Wing Public Schools	TRC REP	Jake Andrist
ADDRESS	2451 Eagle Ridge Dr. Red Wing, MN 55066	EMAIL	jandrist@retrofitcompanies.com
ATTN	Kevin Johnson (651) 385-4507 kjohnson@rwps.org	PHONE	(507) 363-0656
DATE	4/13/2022	The Retrofit Companies, Inc. <i>dba Retrofit Lighting and Design</i> 1010 Hoffman Drive Suite A Owatonna, MN 55060 RETROFITCOMPANIES.COM	

District Combined - LED Fixtures Lighting Upgrade

DESCRIPTION	UNIT PRICE	TOTAL
Implement Customized Energy-Efficient Lighting Solutions utilizing the Cooperative Purchasing Connection (CPC) Contract: #20.6 - RLD - Lighting Audit and Solutions		\$2,089,933.13
 CPC Lighting Energy Study Reimbursement		\$30,297.12
Estimated Xcel Energy and CEE One-Stop 2022 Bonus Rebates <i>Rebates payable to: The Retrofit Companies, Inc.</i>		\$254,617.43
* For all instances of PCB containing ballasts, generator must obtain EPA ID number and complete profile/manifest paperwork to ensure proper off-site disposal upon completion of the project. ** Visa & MasterCard are accepted and will be charged 3% for processing		

This proposal is valid for 30 days*
*Pricing is subject to change

Signature _____
Title _____
Date _____

Subtotal	\$1,805,018.58
Shipping & Handling	INCLUDED
Taxes	N/A
TOTAL	\$1,805,018.58

1.5% FINANCE CHARGE APPLIED TO ALL PAST
DUE ACCOUNTS

Proposal Acknowledgement:

Your signature above, or PO for this proposal, indicates you have read and agree to the Terms and Conditions and Warranty information provided in the proposal.

Any changes in the above specifications shall be made in writing, and as evidence of agreement, shall be signed by both parties. TRC shall not be held responsible or liable for any loss, damage or delay due to causes beyond his control. If the purchaser disposes of the property by sale or otherwise before this contract has been fulfilled, the full unpaid amount of the contract shall become due and payable at once.

Terms and Conditions

Payment Terms: A down payment of 50% of the gross project value is due prior to project materials being ordered. The remaining balance is due upon project completion.

Incentives: The rebate figure provided is merely an estimate. Utilities reserve the right to adjust their rebate programs at any time, thus The Retrofit Companies, Inc. (TRC) will not be liable for unforeseen adjustments to rebate programs and amounts.

Schedule Contingencies: Conditions or events beyond the control of TRC may jeopardize the proposed performance schedules. TRC shall not be responsible for delays in delivery beyond TRC's control. Examples of conditions or events beyond TRC's control include inability to access client's facility, extreme weather conditions, or force majeure.

Cancellation: Customer may choose to cancel prior to material shipment without additional restocking charge(s). Material orders that have been manufactured and/or shipped cannot be canceled and returned. All order cancellations must be in writing. All costs for warehousing and freight on orders canceled after shipment and/or refused at destination will be charged to the customer.

Maintenance of Material: Customer acknowledges and agrees that customer shall operate and maintain the material in accordance with the manufacturer's recommendations.

Publicity of Customer Participation: The customer grants TRC the right to use and reference, for promotional purposes, the customer's partnership with TRC.

Indemnification and Limitation of Company's Liability: Customer shall indemnify, defend and hold harmless TRC, its affiliates and their respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the project or the performance of any services or other work in connection with the project's ("Damages"), caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the customer, any subcontractor, agent, or third party, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. To the fullest extent allowed by law, TRC's aggregate liability, regardless of the number of claims, shall be limited to paying approved incentives in accordance with these Terms and Conditions. TRC and its affiliates and their respective contractors, officers, directors, employees, agents, representatives shall not be liable to the customer or any other party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the project, the customer waives and releases TRC and its affiliates from all obligation, and for any liability or claim associated with the material, the performance of the material, or these Terms and Conditions.

Contractor Selection: Customer acknowledges that TRC reserves the right to select a vendor or contractor to install the materials and equipment at the customer's facility.

Removal of Equipment: The customer agrees to allow TRC to properly remove and dispose of, or recycle, the equipment, lamps and components in accordance with all applicable laws, and regulations and codes. The customer agrees not to re-install any of removed equipment. Customer may be responsible for securing an EPA ID #, if they don't currently have one, in the instance of PCB ballast being found on-site.

Energy Benefits: Other than the energy cost savings projected to the customer, TRC is not held liable for unforeseen factors that could alter the projected savings outlined in this proposal.

ASHRAE or IECC Energy Codes: Unless explicitly stated otherwise on the quote page, all lighting projects developed by TRC do not comply with the ASHRAE or IECC energy codes. Adjustments to project pricing resulting from adhering to these codes, should the project be flagged during the electrical permitting process, are the sole responsibility of the customer.

PLEASE TAKE NOTICE:

(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS

(B) UNDER MINNESOTA LAW YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

(C) IF AT ANY TIME DURING INSTALLATION OR INSPECTION IT IS FOUND THAT THE FACILITY'S EXISTING ELECTRICAL DOES NOT MEET CURRENT CODE, THE RETROFIT COMPANIES, INC. IS NOT RESPONSIBLE FOR THE WORK REQUIRED TO BRING

Warranty

The Retrofit Companies, Inc. (TRC) warrants that its labor for all Turn-Key Retrofit projects is consistent with applicable industry standards. If you believe that TRC's labor did not comply with this warranty, then for a period of 30 days, TRC will have its laborers work with you to cure any alleged deficiencies in the labor performed pursuant to the parties' agreement. This limited warranty period starts upon substantial completion.

TRC's limited warranty is strictly limited, and only applies, to TRC's labor provided on the project. You understand that TRC's warranty does not cover, and TRC does not have any responsibility for, the design, manufacture, operation, maintenance, or performance of the products and equipment used in your project. The applicable manufacturers' warranties are owned by you, and you may pursue any warranty-related claims for the products with the manufacturers. Your TRC representative can, and will, help coordinate your warranty claims with the manufacturer as needed.

WHAT IS NOT INCLUDED IN THE WARRANTY

Labor and Equipment

TRC will leave your facility with lights and equipment in full working order. If products should fail, TRC will assist you in making a warranty claim to the manufacturer, free of charge. At your option, TRC will offer repair at our hourly rate, or offer to ship product to you for your own installation. If lifts or other specialty equipment is required to access the defective product, those fees will also be charged at the time of service.

Shipping and Delivery

TRC will invoice for shipping fees associated with return & delivery of replacement products.

LIMITATION OF DAMAGES

Regardless of the type of claim or damages, you agree that TRC's aggregate liability for all claims will not exceed the fee paid for our labor services or \$25,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$50,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

WARRANTY LIMITATIONS

THIS LIMITED WARRANTY CONSTITUTES THE SOLE WARRANTY MADE BY TRC, AND REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF TRC. THE OBLIGATIONS CONTAINED IN THIS LIMITED WARRANTY CONSTITUTE THE EXCLUSIVE REMEDY AND ARE EXPRESSLY PROVIDED IN LIEU OF, AND REPLACE, ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, AND WARRANTIES. THIS LIMITED WARRANTY IS NON-TRANSFERABLE AND THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. TRC'S OBLIGATIONS, RESPONSIBILITIES AND/OR LIABILITY SHALL BE LIMITED AS STATED ABOVE.

IN NO EVENT SHALL TRC BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING ECONOMIC LOSS AND DAMAGE TO ANY PERSONS OR PROPERTY.