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S.A.V.E #20-12-25

BY AND BETWEEN

Tolin Mechanical
3810 S. Evans Blvd
Tucson, AZ 85714

Catalina Foothills School District
2101 E. River Rd.
Tucson, AZ 85718

PROJECT LOCATION: 3000 E Manzanita Ave, Tucson, AZ 85718

PROJECT NAME: Manzanita Elementary School Room 29 RTU Replacement (Rev-)

PROJECT DESCRIPTION:

Tolin Mechanical is pleased to provide the following proposal for the replacement of one (1) 6-Ton Carrier unit for Room 29 with (1) one 6-Ton High Efficiency Carrier unit. The proposed Carrier unit is currently impacted by the transition from R410 refrigerant to R454B and has a lead time of 15-18 weeks.

OUR PROPOSAL INCLUDES THE FOLLOWING SCOPE OF WORK:

1. Achieve necessary security clearance, per customer's protocol.
2. Review project timeline and plans with customer.
3. Tolin to disconnect all existing electrical, ductwork, gas and condensate lines from existing unit.
4. Tolin to provide a crane and trained rigging crew for the removal of the rooftop unit and proper disposal from premises.
 - a. Due to unit location Spider crane to be utilized to eliminate cost for large crane
5. Tolin to provide and install (1) 6-Ton Carrier Model Number 48GEDM07A2M5-8U3A0 as a replacement.
 - a. Nominal 6 Ton Elec Cool / Gas Heat Package Unit, 208/230-3
 - b. Two stage cooling
 - c. Direct drive, EcoBlue, medium static fan
 - d. Electro-Mechanical Terminal Strip Control
 - e. Al/Cu cond. coil - Al/Cu evap coil
 - f. Ultra Low Leak Temp Economizer wit DCV Control and barometric relief
 - g. Louvered Condenser Coil Hail Guards
 - h. Hinged access panels
 - i. CO2/TEMP SENSOR NO LCD NO OVERRIDE
 - j. 2" MERV 8 FILTER KIT
 - k. Complete Unit Year 2 Parts Only
 - l. Curb Adapter

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6. Tolin to supply and replace as needed electrical, gas and condensate lines to reconnect newly installed unit.
 - a. Paint gas line yellow up to 8 feet from unit.
 - b. Supply and place durablocks as needed to support entire modified condensate line and gas line.
 - c. Connect to the existing electrical lines with a new fused electrical disconnect.
7. Tolin to supply and install new Pelican TC4 Thermostat.
8. Tolin to start up and check for proper operation of the system.
9. Tolin 2 year labor warranty on all workmanship.

OUR PRICE FOR ABOVE SCOPE OF WORK INCLUDING ALL TAXES

\$28,124

CLARIFICATIONS:

1. This proposal has accounted for the Arizona Tax Law that has been in effect since January 1, 2015.
2. Tolin Mechanical Systems has calculated all labor and work to be done during normal business hours, Monday through Friday, 6-4pm.

OUR PROPOSAL EXCLUDES THE FOLLOWING:

1. BAS Controls, Integration, Programming
2. Engineer stamp, approval or inspections
3. Permits, bonds and Inspection Fees (Customer Responsibility)
4. Premium or overtime labor
5. Asbestos abatement and testing
6. Major modifications to existing electrical system of any kind to include panels, starters, disconnects, breakers, fuses, MCC's, transformers, etc.
7. Concrete coring, cutting, patching, painting
8. Sheetrock cutting, patching, painting
9. The scope of this proposal does not include the replacement or service of any other components of the mechanical system that are not specifically listed in this proposal

TERMS AND CONDITIONS

TOLIN MECHANICAL SYSTEMS COMPANY, LLC

1. Applicability. These terms and conditions (these "Terms") are the only terms which govern the sale of the goods ("Goods") and services ("Services") by Tolin Mechanical Systems Company, LLC ("Tolin") to [Customer] ("Customer"). The accompanying estimate/confirmation of sale/invoice (the "Sales Confirmation") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings. These Terms prevail over any of Customer's general terms and conditions of purchase regardless whether or when Customer has submitted its purchase order or such terms. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms. In the event of a conflict between these Terms and the Sales Confirmation, these Terms shall control and prevail.

2. Delivery of Goods. Tolin shall deliver the Goods to the location described in the Sales Confirmation within the time described in the Sales Confirmation. Delivery of the Goods shall be made FOB origin. Customer releases Tolin for any delays, loss or damage to the Goods in transit. Title to the Goods passes to Customer upon payment for the Goods in full. Customer shall inspect the Goods immediately upon their delivery. Customer shall be deemed to have accepted the Goods unless it notifies Tolin in writing of any nonconforming Goods within 1 day after delivery. Customer shall furnish Tolin written evidence of the nonconforming Goods or other documentation as required by Tolin. If Customer timely notifies Tolin of any

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nonconforming Goods, Tolin shall, in Tolin's sole discretion (as Customer's sole and exclusive remedy), (a) replace such nonconforming Goods with conforming Goods, or (b) credit or refund the price for such nonconforming Goods.

3. Performance of Services. Tolin shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and such dates shall be estimates only. With respect to the Services, Customer shall (a) cooperate with Tolin in all matters relating to the Services and provide access to Customer's premises (and such office accommodation and other facilities as may reasonably be requested by Tolin) for the purposes of performing the Services; (b) respond promptly to any Tolin request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Tolin to perform Services in accordance with the requirements of this Agreement; and (c) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

4. Price. Customer shall purchase the Goods and Services from Tolin for the prices stated in the Sales Confirmation or (if not stated therein) Tolin's published price list; provided, however, the prices stated in the Sales Confirmation or Tolin's published price list are estimates and are subject to change (without notice) to the prices in effect at the time of delivery or performance.

5. Payment Terms. Customer shall pay to Tolin an advance of not less than 25% of the total estimated price of the Goods and Services to be furnished pursuant to the Sales Confirmation, which advance shall be applied to Tolin's final invoice. In addition, Customer agrees to pay progress payments to Tolin (no more frequently than monthly) for the price of the Goods and Services furnished by Tolin to Customer during the period covered by Tolin's invoice. Customer shall pay all undisputed amounts on each of Tolin's invoices within 10 days of the delivery by Tolin to Customer of Tolin's invoice. Where required under applicable law, Customer may retain up to 5% of the amount of each invoice (except for Tolin's final invoice) to secure the payment of those suppliers and subcontractors who provided materials and services to Tolin in the performance of the Sales Confirmation. Subject to applicable law, Customer shall disburse any retained amounts to Tolin within 10 days of the delivery by Tolin to Customer of Tolin's final invoice. Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the maximum rate allowed by law, calculated daily and compounded monthly. Customer shall reimburse Tolin for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Customer shall not withhold payment of any amounts due and payable to Tolin by reason of any set-off of any claim or dispute with Tolin, whether relating to Tolin's breach, bankruptcy or otherwise.

6. Limited Warranty. Tolin warrants that the Goods will be free from defects in materials and workmanship under normal application, use, installation, operation and service for a period of 1 year from the date the Goods are shipped. Tolin does not warrant (and hereby disclaims any warranty relating to) the quality of any Goods manufactured by third parties. Customer's exclusive remedy for defects in Goods manufactured by third parties shall be against Tolin's suppliers or the manufacturers of the Goods. To the extent transferrable, Tolin agrees to assign all manufacturers' written warranties covering the Goods to Customer upon Customer's final payment for the Goods. Tolin warrants to Customer that it shall perform the Services in a workmanlike manner (meaning a manner deemed proficient and safe by those with the knowledge, training and experience to judge such Services). This workmanship warranty will terminate one (1) year from the date Services are performed. **EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, THE GOODS AND SERVICES ARE FURNISHED BY TOLIN ON AN "AS IS, WHERE IS" BASIS, AND TOLIN MAKES NO WARRANTY, AND EACH OF TOLIN AND CUSTOMER HEREBY DISCLAIMS, WAIVES AND RELEASES ANY WARRANTY, WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.** Tolin shall not be liable for a breach of warranty unless Customer delivers written notice of the breach to Tolin within the applicable warranty period. Customer shall not operate any Goods or equipment on which Tolin furnishes Services until project completion, as certified by Tolin. Tolin shall not be liable for damage to Goods or Customer's equipment, or for breach of warranty, if Customer: (x) misuses, alters or repairs such Goods or equipment without the prior written consent of Tolin; or (y) uses such Goods or equipment after discovering a defect. Subject to the limitations herein, with respect to any defective Goods or Services for which Customer's notice of the defect has been timely delivered to Tolin, Tolin shall, in its sole discretion, either: (i) repair, replace or reperform the defective Goods or Services or (ii) credit or refund the price of such defective Goods or Services; provided that, if Tolin so requests, Customer shall, at Tolin's expense, return such Goods to Tolin. **THE REMEDIES SET**

FORTH IN THIS SECTION SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND TOLIN'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN THIS SECTION.

7. Limitation of Liability. CUSTOMER WAIVES, RELEASES AND DISCLAIMS ANY CLAIMS AGAINST TOLIN FOR ANY CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOST SALES, USE, INCOME, PROFIT, REVENUE OR OPPORTUNITY). IN NO EVENT SHALL TOLIN'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO TOLIN BY CUSTOMER FOR THE GOODS AND SERVICES SOLD HEREUNDER IN THE IMMEDIATELY PRECEDING ONE (1) YEAR PERIOD.

8. Indemnification. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER SHALL INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS TOLIN, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE AGENTS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) RELATING DIRECTLY OR INDIRECTLY TO THE GOODS OR SERVICES, REGARDLESS OF WHETHER SUCH CLAIMS ARE OCCASIONED BY OR RESULTING FROM THE STRICT LIABILITY OR NEGLIGENCE OF ANY INDEMNIFIED PERSON, IN WHOLE OR IN PART, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE. If any law limits the extent to which indemnification may be provided to an indemnified person that is negligent, solely negligent, or otherwise at fault and such law is applicable to this Agreement, then this Agreement shall automatically be amended to provide that the indemnification provided hereunder shall extend only to the maximum extent permitted by such law.

9. Insurance. Each of Tolin and Customer shall, at its own expense, maintain and carry insurance (with minimum limits of \$500,000 per occurrence) including commercial general liability (including product liability and liability covering independent contractors). Customer shall carry all risk property insurance to the full value of the Goods and name Tolin as an additional insured. Customer shall require its insurers to waive all rights of subrogation against Tolin's insurers and Tolin.

10. Termination. Tolin may terminate this Agreement with immediate effect upon written notice to Customer if (a) Customer fails to pay any amount when due, has not performed or complied with any of these Terms, or becomes insolvent; or (b) any project to which the Goods and Services relates is paused for a period of 30 days through no act or fault of Tolin. Customer shall notify Tolin in writing of any alleged breach of this Agreement. Tolin shall have 10 days after receipt of notice of the alleged breach to cure the alleged breach. Upon termination of this Agreement, Tolin may immediately recover from Customer payment for all work to date and for any proven loss, including reasonable profit and damages. If this Agreement is terminated, the parties shall remain liable for all obligations and liabilities incurred prior to termination, and the terms and conditions relating to indemnities, interest, confidentiality, taxes, disclaimer of consequential damages and any limitation of liability, shall survive termination for the applicable statute of limitations period.

11. Confidential Information. All information of Tolin disclosed by Tolin to Customer in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied by Customer unless authorized in advance by Tolin in writing. Upon Tolin's request, Customer shall promptly return all documents and other materials received from Tolin. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.

12. Delays. Tolin shall be excused from complying with the terms and conditions of this Agreement (and shall not be liable to Customer for any failure or delay in Tolin's performance) when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Tolin including, without limitation: (a) any act or omission of Customer or its agents, contractors (other than Tolin), consultants, representatives or employees, or (b) any acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), telecommunication breakdown, power outage, restraints or delays affecting carriers, or inability or delay in obtaining supplies of adequate or suitable materials (including the Goods).

13. Relationship. This Agreement shall not be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties. Neither

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party shall have authority to contract for or bind the other party. No relationship of exclusivity shall be construed from this Agreement.

14. **Miscellaneous.** This Agreement is governed by the laws of the State in which the Goods are delivered and/or the Services are performed. **EACH PARTY HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES, DISCLAIMS AND RELEASES ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION, ACTION OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT.** This Agreement is binding on the parties and their respective successors and assigns. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

[End of Terms and Conditions]

“This Agreement is the property of Tolin and is provided for the Customer's use only. Tolin guarantees the price stated in this Agreement for fourteen (14) days from the proposal date.”

Tolin Mechanical

Catalina Foothills School District

Jeff Roesler

jroesler@tolin.com
520.697.4834

Signed

Project Sales Engineer

Title

Print Name and Title

12/05/2024

Date

Date