

✦ Plumbing ✦ Air Conditioning ✦ Fire Sprinkler ✦ Alarms & Security

### Proposal / Agreement

Customer: City Of Riviera Beach	Project: Duct Repairs / Replacement
Contact: Jan Bockmeulen	Location: Tate Gym 1410 West 10 <sup>th</sup> street
Address:	Date Submitted: 5.9.18
Phone:	E-Mail:
Fax:	

**We are pleased to provide and / or perform the following:**

Remove/replace duct for new roof

**Cost \$6,350.00**

Payment due upon completion.

Included:

- 1 – Remove existing duct on roof from 2 AC package units.
- 2 – Install new internally lined/insulated duct from units to existing duct going into building after new roof installed.
- 3 – Work performed during normal business hours.

Excluded:

1. Premium time labor
2. Repairs other than included in this proposal.
3. Any upgrades required due to ordinances or codes required by the Authority Having Jurisdiction not specifically included in this proposal.

***Thank you for the opportunity to quote this work. We hope to be of service.***

This proposal represents our interpretation of your requirements for this project and we will enter into a contract based on the preceding stipulations and subject to the terms and conditions on the following pages. The offering of this proposal does not obligate or guarantee that Farmer & Irwin Corporation will enter into a contract. This document becomes a contract when properly executed by both parties. This quote will be valid for **30 days** from submittal date.



**Terms and Conditions of Agreement:**

**1. THE CONTRACT DOCUMENTS** - The contract document consists of this agreement and construction plans and represents the entire agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

**2. THE SCOPE OF THE WORK** - The Contractor shall fully execute the work as described on page 1 of this agreement, except to the extent specifically indicated as Excluded or the responsibility of others. The Customer shall provide access to the job during normal working hours and/or as specified on page one of this agreement and shall not obstruct, hinder or cause delay in Contractor's performance of the work. Unless as otherwise specified in this proposal, the Customer is responsible for obtaining and for all charges for plans, permits or fees required to perform the work.

**3. CHANGES IN THE WORK** - This contract represents the work to be performed as specifically listed in this proposal only. No assumption should be made as to the inclusion of any additional work. Customer agrees to pay to Contractor, reasonable charges for any additional work requested either orally or in writing.

**4. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION** - The date of Commencement shall be the date of this agreement or as otherwise specifically listed on the agreement. The work shall be completed within a reasonable amount of time as determined by the specific requirements of performing the contract work. If the work is stopped for any reason, 100% of the value of the work completed to date will immediately become due and payable to the Contractor from the Customer.

**5. PAYMENTS** - Payments are due as specified on page one of this agreement. Customer agrees to pay interest at the maximum rate allowed by law in the State of Florida on any amounts that are past due 30 days or more. Customer further agrees to pay reasonable attorney's or collection agency fees and court costs in addition to the amount remaining unpaid and interest thereon in the event Contractor employs the services of an attorney or collection agency to collect all or part of the monies due or to enforce its rights under this contract whether suit is instituted or not. Contractor retains a security interest in the ownership of all materials listed on page one of this proposal until they are fully paid for by Customer.

**6. CANCELLATION** - If Customer cancels this contract, cancellation is effective only when received in writing at the offices of the Contractor as listed in this agreement. Customer agrees that in addition to any remedies provided herein, they will pay to Farmer & Irwin for all work performed to date plus twenty five percent (25%) of the uncompleted contract amount as liquidated damages, which Customer agrees is reasonable and not a penalty. Contractor may cancel this contract and be entitled to payment for the percent of work completed if the balance of this contract is not concluded at no fault of the Contractor, within ninety (90) days of the Commencement Date.

**7. WARRANTIES** - All work is to be completed by qualified personnel in a workmanlike manner according to standard industry practices. Any and all manufacturer's warranties will be passed on to the Customer. Contractor warrants to the Customer that the materials and equipment furnished will be good quality, free from defects and like new condition unless otherwise specified. Contractor shall replace or repair any installed defective materials at its own cost for a period of ninety (90) days following substantial completion of the work. On any matter involving this work, Contractor shall not be responsible for any Incidental or Consequential Damages or for any loss of use or loss of profits.

**8. INSURANCE** - At all times during the performance of the work of this contract, Contractor shall maintain the following insurance policies and provide a certificate of insurance listing the same to the Customer when requested:

**8.1 Worker's Compensation**- Statutory, including Employer's Liability with limits of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.

**8.2 Comprehensive General Liability** - Coverage shall include: Premises-Operations. Products/Completed Operations, Contractual Broad Form Property Damage (including completed operations) and Independent Contractors. Bodily Injury, Property Damage and Personal Injury Combined Single Limit shall be at least \$1,000,000 Each Occurrence and \$2,000,000 Aggregate.

**9. MISCELLANEOUS PROVISIONS**

**9.1 Hidden Obstacles** - The Customer will identify and make known to Contractor any unseen obstacles to the successful performance of the work under this contract. If any such conditions are determined to exist that Contractor was not made aware of prior to execution of this contract, they may result in additional charges to the Customer if such conditions prohibit, delay or cause an additional workload in order to complete the work.

**9.2 Hazardous Conditions or Materials** - Customer is responsible to notify Contractor of any hazardous working conditions or materials at the job location, in writing, prior to the start of the work, including but not limited to asbestos exposure, vermin, lead paint, fungi, mold or other biological matter and any or all such hazards as identified by OSHA at the time of the commencement of the work. Unless otherwise specified in this contract, it is the Customer’s responsibility to secure or remove any such hazardous conditions or materials prior to the start of the work. The Customer shall be responsible and indemnify the Contractor from any and all harm and financial damages resulting from the existence of such Hazardous Conditions or Materials.

**9.3 Venue** - Venue for any legal proceedings shall be the County in which the work was performed. Contractor at its sole discretion, for any claim arising out of this contract, or breach thereof, may have the matter referred to, or decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

**9.4 Enforceability** - To the extent that any provision herein is held unenforceable or would render this contract void, it shall be severed and the remainder of the contract enforced.

<b>Farmer &amp; Irwin Corporation</b> EST. 1956	
<b>By:</b> _____ Dave Elbers, HVAC Service Division Manager delbers@fandicorp.com	<b>By:</b> _____ Print Name and Title
<b>Date:</b> _____	<b>Date:</b> _____