



Proposal

Project Name: Rio Vista ES Modernization **Bid Date:** 02/26/2024
Location: 611 Pacifica Ave. **Expiration Date:** 04/17/2024
 Bay Point, CA 94565 **Proposal Number:** 0324CESQ0460
Attention: Mt Diablo Unified School District **CMAS #:** 4-21-10-1072
 1936 Carlotta Dr., Concord, CA 94519

Mark For	Qty	Model Number	Description
AC-MU-1,2	2	48GCEM12C3M6-0A4A0	Weather Master Gas/Electric Rooftop <ul style="list-style-type: none"> • Two stage cooling • 460-3-60 • 10 Tons • Medium Gas Heat • Standard • Supply air smoke detector • Direct drive, EcoBlue, high static fan • Al/Cu cond. coil - Al/Cu evap coil w/Hail Guards • Electro-Mechanical Ctl W7212 • Hinged access panels, un-powered convenience outlet
	2	CRPECONV004A00	Hinged Angle Kit FIELD INSTALLED
	2	1124-MPE40E-R39	Power exhaust, modulating, 2 hp, 460/3, 4000 cfm, economizer, belimo, no controls, no logic FIELD INSTALLED
	2	20X20X2-M13-R-P4	2 INCH MERV 13 FILTER KIT FIELD INSTALLED
	2	CRFLUEDS001A00	ACC-FLUE DISCHARGE DEFLCTR 90_ FIELD INSTALLED
	2		Condenser Coating completed by Gorilla Coatings
	2	CRBV-SRT34HA-1112-P70	Roof Curb Calc FIELD INSTALLED
			Factory Start-up + Carrier CCS Labor Warranty 5 Years <ul style="list-style-type: none"> • Carrier CCS Factory Start Up Service, completed by Carrier CCS Certified Technician • CCS Labor Warranty Covers Parts & Labor work due to Manufacturer defect or faulty parts for the entire Carrier Unit for a period of 5 years after completion of Start-Up. Excludes defects caused by abuse, alterations to the work, improper or insufficient maintenance, improper operation, or normal wear and tear. Excludes non-Carrier products.

Pricing

Total Price for items as listed above (excluding taxes) \$42,118.00
 Estimated Taxes (8.75% Bay Point, CA) \$3,685.32
 Total Price \$45,803.33

Please note the following clarifications in this proposal:

- Cancellation requests for factory ordered items greater than 10 calendar days from receipt of Purchase Order will incur 100% cancellation charges.

Bid Excludes:

- Copper fins
- Pleated Filters and Spare Sets of Filters
- Spare Belts, Drives/ Pulleys
- Roof Curb Adapters
- Duct Transitions
- Roof Curb Cant Strip and Insulation
- External Vibration Isolation Roof Curbs/ Mounts/ Rails/ Seismic Restraints
- Thermostats, Thermostat Wire & Conduit
- CO2 Sensor
- Occupancy Sensors
- DDC Controls, Control Sensors, Controls Switches, Unitary Interface Controllers
- Parts & Labor For Test & Balance
- Parts & Accessories for Existing Equipment
- Maintenance & Service Contracts, Occupancy Adjustments, and Periodic Cleaning
- Owner Training
- Functional Testing or Equipment Demonstration
- IECC 3rd Party Commissioning Support
- Any other accessories, components, or controls, not listed above

CHRISTOPHER ESQUIVEL
CALIFORNIA COMMERCIAL
CESQUIVEL@SIGLERS.COM

Russell Sigler, Inc.'s Proposal Terms and Conditions

- 1. Quote, Price and Payment:** Prices quoted by Russell Sigler, Inc. (Seller) are good for 30 days and are subject to change without notice. Seller will periodically invoice Buyer for work, labor, materials or equipment (hereinafter collectively "Work") under this accepted Proposal (hereinafter "Agreement"). Buyer agrees to pay all invoices submitted by Seller. Payment terms are Net 10th from date of invoice and are subject to prior and continuing credit approval by Seller. If Buyer fails to timely pay any invoice in full, Seller will impose late payment charges of 1.5% per month on the unpaid balance and Seller will suspend its Work. Prices are exclusive of any applicable city, state, or federal excise tax, including without limitations, taxes on manufacture, transaction privilege, sales, use, receipt, gross income, occupation and similar taxes. Applicable taxes shall be added to the invoice as a separate charge to be paid by Buyer. This Proposal is only for the Work specified herein. All other merchandise or services required for Buyer's job are not included in this Proposal.
- 2. Acceptance:** Acceptance of this Proposal is expressly limited to the exact terms contained herein and any attempt to alter or omit any term shall be deemed a rejection and counteroffer.
- 3. Shipment and Delivery:** Shipment will be by common carrier, FOB place of shipment. Seller will prepay freight to the first destination. Seller reserves the right to control the routing. When any other than Seller's regular method of shipment is used, the prepaid freight will not exceed the lowest of published prices for the regular method of shipment. Special handling charges by the carrier will be paid by Buyer. Title shall pass to Buyer upon delivery to common carrier and thereafter all risk of loss or damage shall be Buyer's. Delivery dates are based on current information.
- 4. Warranties:** SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR THE FITNESS OF MERCHANDISE FOR ANY PARTICULAR USE OR PURPOSE, AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH MERCHANDISE. All merchandise is warranted only by the manufacturers as provided for by manufacturers in writing. Seller makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of Seller. Seller makes no warranties on labor. No warranty for equipment, materials, or labor, whether written, implied, or otherwise, shall apply until Seller has been paid in full.
- 5. Returns:** No back-charges or merchandise returns for credit are accepted on behalf of manufacturer without prior written authorization by Seller's Regional Sales Manager and then only upon the conditions and procedures set forth by the manufacturer.
- 6. Damages:** In no event shall Seller be responsible for any impact, delay or acceleration damages, including but not limited to delay due to unavailability of equipment, materials or labor or for any circumstances beyond Seller's direct control. Seller shall not be liable for any consequential damages or loss suffered by Buyer or any other person as a result of its performance under this Agreement or otherwise even if informed in advance of the possibility of such damages. Seller shall not be liable for sales or engineering drawings, plans or specifications rendered in connection with the merchandise, or factory supervision of any installation or start-up.
- 7. Claims:** Buyer shall inspect the materials and equipment upon receipt. All claims for shortages or damage must be submitted in writing to the carrier(s) within 10 days of merchandise receipt. Buyer shall not withhold payment or charge Seller for freight or warranty-related claims.
- 8. Force Majeure:** In no event shall Seller be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, pandemics or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, supply chain shortages; it being understood that Seller shall use reasonable efforts consistent with accepted practices in the industry to resume performance as soon as practicable under the circumstances.
- 9. Confidentiality:** This Proposal and its contents are confidential and none of the details connected therewith shall be disclosed to any third party without Seller's prior written consent. Buyer shall not make any use of, or disclose to third parties, any data, designs, drawings, specifications, pricing or other information furnished to it by Seller, except as may be necessary for the completion of this Agreement. Such data, designs, drawings, specifications, pricing and other information shall remain Seller's exclusive property upon completion, cancellation or termination of this Agreement.
- 10. Limitation of Liability:** Seller's liability for any and all injuries, claims, losses, expenses or damages arising out of or in any way related to its work under this Agreement, from any cause or causes including, but not limited to, negligence, errors, omissions, strict liability, breach of contract or warranty shall not exceed 50% of the total amount of this Proposal or \$50,000. Buyer waives and releases Seller from any liability or damages in excess of the limits set forth above. Legal actions relating to this Agreement must be commenced within one (1) year from the date the labor, material or equipment was supplied.
- 11. Applicable Law:** The rights, duties and obligations arising out of this Agreement shall be determined under the laws where the Project is located (or where the equipment is delivered) will determine the rights and duties of the parties under the PO/Agreement.
- 12. Attorneys' Fees:** In the event of any litigation or arbitration arising out of the execution, performance or breach of this Agreement, including actions for declaratory relief, the party prevailing shall be entitled to an award of costs and expenses to, which costs and expenses shall include reasonable attorneys' fees, court and expert costs, in addition to any other relief to which the prevailing party may be entitled. This provision applies to the entire Agreement.
- 13. Entire Agreement; Modification:** This Agreement contains the entire agreement and understanding of the parties concerning its subject matter and may not be modified in any manner except by a writing duly executed by Seller and Buyer. No representations have been made or relied upon by Buyer, and no consideration has been, or is offered or expected other than as stated in this Agreement. There are no oral collateral agreements.
- 14. Security Interest:** Buyer hereby gives and grants Seller a purchase money security interest in all of the merchandise set forth in this Proposal, to secure Buyer's obligation to pay for said merchandise, which security interest shall be effective until such time as Seller receives payment. Seller shall have the right, in addition to all others it may possess, at any time, for credit reasons or because of Buyer's default, to withhold shipment of merchandise, in whole or part, and to recall goods in transit and retake and repossess all goods which may be stored with Seller for Buyer's account, without the necessity of undertaking any other action. All merchandise so recalled, retaken or repossessed shall become Seller's absolute property, provided that Buyer is given full credit therefor. The forgoing shall not be construed as limiting, any other rights or remedies available to Seller as a result of Buyer's default.
- 15. Conflict:** In case of conflict between this Proposal and any other writing relating to this transaction, these terms and conditions shall supersede any provisions, terms and conditions contained on any confirmation order, or other writing intended related to this transaction or Agreement, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof. This Proposal may be modified only by a subsequent writing signed by both parties.
- 16. Indemnity:** Buyer shall, to the fullest extent permitted by law, indemnify and hold harmless Seller and its employees from and against all claims, damages, losses, expenses, and attorneys' fees arising out of or resulting from performance of work under this Agreement, provided that such claim, damage or loss is caused in whole or in part by Buyer's active or passive act or omission, or that of its employees or agents, or anyone whose acts Buyer may be liable for, regardless whether the cause may partially involve Seller or its employees.
- 17. Termination:** Seller shall have the right to terminate this Agreement for cause; cause shall include, but not be limited to, non-payment or any other breach of these Terms and Conditions. In the event of termination of the Agreement, Seller shall be entitled to the value of all work, labor, material, equipment or services provided or incurred in addition to handling charges and administrative costs and expenses. In the event that a breach is due to non-payment or other cause not entirely caused by the acts or omissions of Seller, Seller shall also be entitled to its lost profit for the project.
- 18. Signatures:** This Agreement may be executed in counterparts, each of which shall be deemed an original, which together shall be deemed to be one and the same instrument. The Parties agree to accept delivery of signatures to this Agreement by electronic mail or other electronic means as originals for all purposes.

Accepted By:	_____	Proposal Date:	03/18/2024
Name:	_____	Proposal Number:	0324CESQ0460
Title:	_____	PO Number: *	_____
Company:	_____	Project Name:	Rio Vista ES Modernization
Date:	_____	Ship To:	_____

* No terms, conditions or provisions of the referenced Purchase Order are incorporated into this Agreement.