



From | **ARS Mechanical LLC**
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Lithonia GA 30058
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Quote No. | **0001360**
Type | Construction
Prepared By | Willie Campbell
Created On | 10/17/2024
Valid Until | 11/18/2024

Quote For | **Dekalb County School**
Martin Luther King Junior
High School
3991 Snapfinger Road
Stonecrest GA 30038
(678) 874-5402

Description of Work

Dekalb County Removal of the existing LG Systems and Installation of a new VRV System at Martin Luther King Jr. School
Labor Only Proposal

Services to be completed

HVAC

Scope of Work / Labor Only:

1. Disconnect and removal of existing LG systems including refrigerant lines and control wiring.
2. Installation of new Daikin VRV condensing units and fan coil units in place of LG units.
3. Installation of new piping and control wiring up to the proper standards for Daikin VRV.
4. Start-up of systems upon completion and configuring controls according to customer's needs.
5. Assuming all current electrical is sufficient for new Daikin System. New Disconnects will be provided.
6. Clean up all work areas upon completion.
7. Rigging and Ceiling work included.

Notes:

- *Equipment is not included in this price.
- *Any roofing if necessary is to be done by others.
- *Clearing of any furniture or other material in work areas to be moved by others.
- *Parking onsite to be available.
- *All work priced to be done during Summer 2025.
- *Tying into existing control system to be done by others.

Quote Clarifications, Exclusions, and Exceptions:

Clarifications:

1. This Quote takes precedence over any other written, verbal, or other statements of scope, schedule, and pricing.
2. Acceptance of a Notice to Proceed is not an acceptance of terms and conditions. Any Notice to Proceed will be based upon the terms and conditions contained in this Quote.
3. All working hours are estimated at regular or straight time rates. Accelerated or expedited project execution schedules and associated costs are subject to additional quotation.
4. ARS is not responsible for any delays or cost as a result of delays incurred due to limited or no access to roads, buildings or equipment required to complete the scope of work provided for in this Quote.

5. Sales taxes are not included within our pricing.
6. Costs associated with Owner directed programs or software required to fulfill project reporting, execution, safety management, and or Owner or Owner's Representative invoicing are not covered and will be invoiced in addition to the agreed Quote price.
7. Signage will not be provided or installed by ARS.
8. Staffing of onsite Safety or Security personnel during project execution or after working hours will not be provided and ARS understands this is the responsibility of the Owner or Owner's Representative.
9. Site drainage, pollution prevention plan and execution, temporary bathrooms, emergency eye-wash stations, barricades, ramps, splash-blocks, fire protection plans and systems required during construction, flagman, access controls feature, trash repositories, and pick services are not included. ARS understands the Owner or Owners Representative is responsible for these measures.
10. ARS understands temporary HVAC, temporary power, work site lighting, and temporary water required to perform the scope of work provided is the Owner or Owner's Representative responsibility.
11. ARS will only provide supervision for itself and its sub-contractors when we or they are on site.
12. ARS Material or Labor warranty is excluded on Owner or Owner's Representative provided equipment.

Exclusions:

1. Any labor, materials, or subcontracted service not specifically provided for in the description or scope of work.
2. Identification and remediation of existing code violations.
3. Authority Having Jurisdiction required changes are not included and will be quoted as additional work scope.
4. Painting, repair work to buildings, and/or equipment which is not specifically identified in the description or scope of work.
5. Costs associated with hazardous materials identification, removal, and/or abatement.
6. Temporary or portable HVAC equipment and connections to existing systems.
7. The creation of new Building Automation Systems graphics, monitoring, trending, analysis or any other software or labor required for implementation of these items.
8. Testing and balancing.
9. Commissioning plan development and execution.
10. Sound testing or acoustical treatments for any elements inside or external to the work site or equipment.
11. Seismic analysis and certification for all materials and equipment.
12. Permits, insurance coverages other than indicated in the attached Evidence of Insurance, and performance and payment bonds.
13. Professional services including Architectural, Mechanical, Electrical, Structural and other Engineering Disciplines.
14. Fire, Smoke and/or Security controls, equipment, repair, graphics, programming, replacement or upgrades.

GRAND TOTAL \$4,625,997.09

Terms and Conditions

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor (work performed during regular business hours between 8:00am – 4:30pm / Monday – Friday, excluding holidays, unless otherwise noted herein). The price shall change if work is performed after hours or holidays. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by ARS, shall be distributed, and installed by others under ARS's supervision but at no additional cost to ARS. Customer agrees to provide ARS with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. ARS agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge ARS for any costs or expenses without ARS's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by ARS under this agreement, ARS's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by ARS and shall not operate to compel ARS to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without ARS's express written consent.

2. INVOICE AND PAYMENTS. ARS may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay ARS at the time Customer signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Payment is due to ARS upon Customer's receipt of ARS's invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified by Customer in writing within 21

days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. All other amounts remain due within 30 days. Failure to make payments when due will give ARS, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of ARS's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of ARS, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, ARS shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. ARS warrants that equipment manufactured or labeled by ARS shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if ARS installs or furnishes a piece of equipment under this agreement, and that equipment is covered by a warranty from a manufacturer other than ARS, ARS will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by ARS shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of ARS, or if ARS serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to ARS in writing.

5. LIMITED WARRANTY. ARS warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under ARS's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during ARS normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL ARS BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. ARS makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

6. LIABILITY. To the maximum extent permitted by law, in no event shall ARS and its affiliates and their respective personnel, suppliers and vendors ("ARS Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the ARS Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to ARS hereunder.

7. TAXES. The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by ARS or, alternatively, shall provide ARS with acceptable tax exemption certificates. ARS shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

8. DELAYS. ARS shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond ARS's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of ARS, etc.

9. COMPLIANCE WITH LAWS. ARS shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Customer.

10. PRICING; PAYMENT. ARS may increase prices upon notice to the Customer to reflect increases in material and labor costs. Customer shall pay all invoices when due in accordance with the payment terms provided for herein, and such payment is a condition precedent to ARS's obligation to provide products or perform services hereunder. In issuing any purchase order related to or arising out of this proposal and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all ARS invoices for an amount greater than \$25,000 shall be paid via wire transfer, check or money order, and that CONFIDENTIAL: For customer review. Customer shall not make, nor will ARS accept, payment in excess of \$25,000 in the form of a credit card, debit card, or other similar payment device.

11. DISPUTES. All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys' fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

12. INSURANCE. Insurance coverage in excess of ARS's standard limits will be furnished when requested and required. No credit will be given or premium paid by ARS for insurance afforded by others.

13. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

14. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply ARS Mechanical secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software,

or files (collectively "Data") prior to receiving the service or products.

15. FORCE MAJEURE. ARS shall not be liable, nor in breach or default of its obligations under this proposal, for delays, interruption, failure to render services, or any other failure by ARS to perform an obligation under this proposal, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of ARS, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of ARS. If ARS's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, ARS shall be excused from performance under this proposal. Without limiting the generality of the foregoing, if ARS is delayed in achieving one or more of the scheduled milestones set forth in this proposal due to a Force Majeure Event, ARS will be entitled to extend the relevant completion date by the amount of time that ARS was delayed because of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases ARS's cost to perform the services, Purchaser is obligated to reimburse ARS for such increased costs, including, without limitation, costs incurred by ARS for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by ARS in connection with the Force Majeure Event.

16. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the Occupational Safety and Health Act relating in any way to the project or project site.

17. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against ARS more than one year after the claim first arose. Except as provided for herein, ARS's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

18. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

19. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon ARS unless accepted by ARS in writing.S, etc.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____