

MLK HVAC Project Add-Ons

Project Summary & Cost Overview

DeKalb County School District
HVAC Operations Division

Scope of Add-On Work

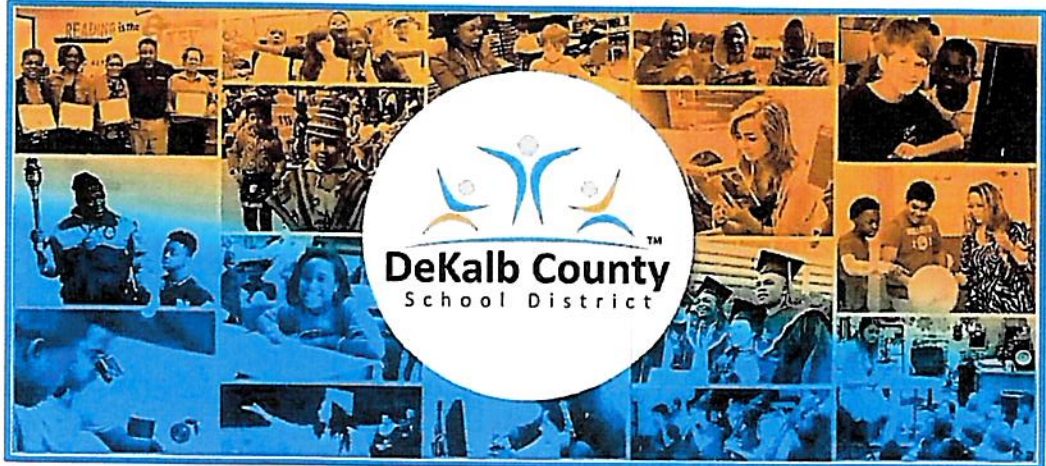
This document outlines the additional components required to complete the MLK HVAC Upgrade Project. These items are essential to ensure system performance, reliability, safety, and long-term operational integrity.

Add-On Pricing Summary

Component	Description	Cost
Line-Set Replacement	Full replacement of original refrigerant line-sets to meet current installation standards and address existing routing within cement block walls.	\$1,346,000
Controls Integration	Installation and programming of updated building automation controls to ensure optimized HVAC performance and monitoring.	\$134,500
Phase Monitors	Electrical surge protection equipment to safeguard HVAC units from neighborhood power fluctuations caused by the nearby water treatment facility.	\$72,000

Total Add-On Cost: \$1,552,500

DAIKIN APPLIED, OMNIA PUBLIC SERVICE & REPAIR QUOTE



OMNIA[®]
PARTNERS

DeKalb County School - MLK High School - Phase Monitors Installation

Martin Luther King High School
3991 Snapfinger Rd
Stonecrest, GA, US 30038

Certified Quote #: R240901-GA-348213
Quote #: Q-77107
OMNIA Membership #: 4039135

Prepared for:

Michael Burdette
Facilities
DEKALB COUNTY SCHOOLS
Quote Document Date: 05/21/25

Prepared by:

Omar Singh
Sr. Account Manager
Phone: (770) 514-5880 Mobile: (678) 858-3635
E-mail: omar.singh@daikinapplied.com
Daikin Applied Americas, Inc.

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Service & Repair Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Daikin Applied to install a phase monitor in (14) Daikin VRV outdoor modules during the new installation at MLK High School.

- The scope is for each Daikin VRV condensing unit.
- Perform Lockout and tag out as per Daikin safety procedures.
- Provide and install new phase/voltage monitors (PVMs) as follows:
- Install weatherproof NEMA-4X enclosures on the exterior of condensing units.
- Install ICM450 Phase/Voltage Monitors inside new enclosures.
- Install 480/3/60 voltage to 24-volt step-down transformers inside enclosures.
- Install 3-pole 24-volt contactors inside enclosures.
- Install new wiring and connect the three new components.
- Install interconnecting wiring between the new enclosures and the condensing units.
- Reconnect power to each unit and power up at the disconnects.
- Restart systems, observe the operation, and check volts, amps, and PVM settings.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Standard Inclusions:

The agreement includes travel to and from the site, planned maintenance materials, and any trips to supply depots to procure materials. The Owner will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the planned maintenance activities section.

Standard Exclusions:

- Customer to have chiller secured and condenser bundle drained prior to arrival
- All work to be performed during 'normal working hours'
- Any and all recommended/required repairs to be quoted separately
- Asbestos identification, abatement, and pipe insulation are not included

- Chemical (acid) cleaning of tubes, if required, is not included
- Vibration analysis testing is not included
- Refrigerant is not included
- Compressor overhaul/internal inspection is excluded
- This Quote is only valid if check valve holds, otherwise we will need to revise the quote to cover refrigerant

OMNIA Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Service & Repair Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$72,000.00 (Seventy Two Thousand and Zero cents)

**Price does not include applicable sales tax*

This proposal for the sale of Daikin Applied's services, parts, and/or equipment, including the pricing and scope of work as described herein, is subject to the terms and conditions of and will be governed exclusively by Region 4 ESC Contract # R200401 ("OMNIA"), incorporated herein by reference. Any other terms and conditions, including those that may be contained in customer's Purchase Order or other customer documents, will have no force or effect unless mutually agreed to by the Parties. The OMNIA contract is available through OMNIA Partners at: <https://www.omniapartners.com/suppliers/daikin-applied/public-sector/contract-documents#contract-375>

Billing/Payment Terms*: Billed in full upon completion

**All billings are due immediately upon Receipt*

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Michael Burdette
DEKALB COUNTY SCHOOLS
1780 MONTREAL RD
Tucker, GA 30084

Daikin Applied Americas Inc.
13600 Industrial Park Blvd
Minneapolis, MN 55441

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Note: This Agreement is subject to final credit approval by Daikin Applied.





Control Concepts, LLC

Be Safe | Be Honest | Be Respectful | Be Innovative | Be Collaborative

CONTROL CONCEPTS, LLC

3550 North Pkwy, Suite 100
Cumming, GA 30040
Ofc: (770) 888-0181

DATE: December 30, 2025

TO: **MR. MICHAEL BURDETTE**
District HVAC Manager
DeKalb County Schools
Sa, A Moss Service Center
1780 Montreal Road
Tucker, GA 30084
p: 678.676.1405
f: 678.676.1449
email: michael_burdette@dekalbschoolsga.org

PROJECT: **MLK JR HS**
DeKalb County School District
3991 Snapfinger Rd
Stonecrest, GA 30038
iNTREO® Building Automation System
Proposal #: 26-JM-109

As requested, Control Concepts, LLC. (CCI) is pleased to quote the following scope of work the Automatic Temperature Controls for the replacement of the VRF system at MLK Jr. High School. The VRF installation and VRF Control work is being done by Max-Air and Daikin. The following proposal is for CCI to upgrade the current **iNTREO®** AX system to the current DeKalb Standard **iNTREO®**N4 Operating system and to interface to the BACnet module furnished and installed under the Max-Air/Daikin Contract. The following are clarifications to our proposal.

As discussed, over time, improvements in technology and component ability become available to our customers. DeKalb County Schools has utilized CCI for their control needs for twenty-eight (28) years. Over this time, revisions and hardware upgrades have been installed and provided in newer construction projects and retrofits. This proposal takes a look at the existing school system components and is providing a plan to upgrade the older **iNTREO®** AX front end to the standard **iNTREO®** N4 operating system.

NETWORK MANAGER UPGRADE:

BACKGROUND:

Currently, MLK Jr HS utilizes the **iNTREO®** Building Automation System with the 'AX' front end. This was the second generation of the Network Manager (NM) for a web-based system installed between 2008-2018. In order to upgrade these systems, the AX front end will need to be replaced with the new **iNTREO®** N4 front end/software.

PROPOSED SOLUTION:

CCI will upgrade the existing **iNTREO®** AX network manager and OS with the latest version of the **iNTREO®** N4 platform. This system will allow you to communicate with the existing controllers and any new **iNTREO®** controllers and will also allow system expansion and component replacements. CCI will install the new hardware/software, make all the necessary system adjustments, create/modify graphics, add any necessary programming and verify proper system operation to ensure your system is operating the same as it was prior to the system upgrade. A report of system deficiencies will be provided at the completion of the project.

This solution will carry you to the future and will allow your existing controllers to remain in place while gaining the ability to add to the system or replace failed components with the newer available controllers. This Web based system has the ability to communicate on your network using any current computer operating system without any JAVA issues. Further, this allows for complete mobile access to all of the noted sites. With this solution you will have peace of mind that repair parts will be available in the future if necessary.

- 4. One (1) year warranty on parts and workmanship is included.
- 5. Buy American considerations are included.
- 6. Custom color graphics will be created for each piece of equipment controlled or monitored by CCI.
- 7. OCIP/CCIP insurance.
 - OCIP/CCIP insurance has been Excluded. If OCIP/CCIP is a requirement, we can provide alternate pricing for the administrative costs.
 - OCIP/CCIP insurance has been Included.
- 8. Unless specifically noted, control dampers are not included in CCI's scope of work. CCI will provide the actuators for the dampers. We assume that the actuator will mount/direct couple to the shaft of the damper provided by others. Our scope does not include any shaft extensions or adaptor plates.
- 9. Purchase Order:
 - CCI requires a Purchase Order (PO) or Notification to Proceed (NTP) in advance of commencing any work for a project. The Lead Time for projects not requiring a Controls Submittal is Two (2) weeks in advance of commencing work which includes mobilization. In the event the Customer requests reducing the stated lead time, Control Concepts will provide the additional costs related to acceleration of the schedule and will require written approval of these costs before proceeding.
 - Complete engineered submittals and as-built documentation are included. CCI requires a Purchase Order (PO) or Notification to Proceed (NTP) in advance of commencing any work for a project. Projects requiring Controls Submittals require detailed coordination with other Trades. Depending on the scope of the project, the Controls Submittal cannot begin until we have been provided the related approved submittals (which must include wiring diagrams) by the other trades. In many cases, the lead time for Controls Submittals is Eight (8) weeks after receipt of authorization to proceed and the receipt of the approved submittals (including the wiring diagrams) from the other trades. In the event the Customer requests reducing the stated lead time, additional costs may apply.
- 10. Liquidated Damages:
 - No claim for liquidated or actual damages can be made against Control Concepts (CCI) unless it is proven that CCI is the sole cause of the delay or impact to the critical path of the project. CCI's cost basis at the time of the proposal was derived from the scope of work and project schedule that included completion of critical path items by others and a duration of time for our scope to follow. Should the schedule change (acceleration, compression, or delay), CCI will evaluate and advise of any cost impact via a change order.
- 11. Project Pricing Considerations:
 - In no event shall Control Concepts (CCI) be liable for:
 - (a) Price increases in material or equipment as a result of delays not solely caused by CCI.
 - (b) Delays or price increases resulting from material or equipment shortages in the supply chain.In such event, Control Concepts shall request and be entitled to a Change Order for any changes in the Contract Sum and Contract schedule.
- 12. COMMISSIONING/3rd Party Commissioning:
 - Unless specifically noted, No Allocation of Hours have been included for any commissioning assistance. If commissioning assistance is required, a quote based on required hours can be provided at that time. Contractor specific commissioning/CCI assistance is not included.
 - CCI has included xx hours for commissioning assistance. If commissioning assistance is required over this allocation, we can provide additional pricing.
 - 3rd Party commissioning assistance is not included. Please add \$xx,xxx.00 if 3rd party commissioning is required.
- 13. For coordination of the VRF systems, Mechanical contractor shall provide all required documentation that is necessary to correlate VRF units; which shall include controller addresses; and Room Numbers before CCI can proceed with integrating system.
- 14. If factory controls are provided by the Equipment Manufacturer (HVAC/Lighting/etc.), Control Concepts assumes the factory provided controls will meet the intent of the contract documents, including the Sequence of Operation. CCI excludes supplemental control components, engineering, commissioning assistance and/or programming required to comply with any deficiencies of factory provided controllers. Before CCI begins the integration process, any factory provided controllers must be programmed, commissioned, addressed; all BACnet points exposed and made available to CCI.

- 42. In the event of significant delay or price increase of material or equipment, including any price increase due to tariffs, occurring between the date of this proposal and the date of execution of the Subcontract through no fault of Comfort Systems USA Southeast, the contract sum, contract schedule, and contract requirements shall be equitably adjusted in the Subcontract. A change in price of an item of material or equipment shall be considered significant when the price of an item increases >5% percent between the date of this proposal and the date of execution of the Subcontract. Similar language covering further material/equipment escalation (including escalations due to tariffs) or schedule impacts due to supply chain issues is to be incorporated into subcontract language.
- 43. CCI is not responsible for the life safety aspects associated with the refrigerant detection and removal interlocks. The design, installation, testing, and certification of life safety systems, including but not limited to refrigerant leak detection, ventilation interlocks, and emergency response protocols, are outside the scope of CCI. It is the responsibility of others to ensure compliance with all applicable codes, standards, and regulations governing A2L refrigerant inclusions.

OUR PRICE: \$ 134,500.00

The above pricing is firm for 30 days.

The attached Terms and Conditions apply to this proposal.

Sincerely,

Jeff Morrison

Sr. Executive Account Director

CONTROL CONCEPTS, LLC. Email: jmorrison@intreo.com

O:(770) 888-0181

D:(678) 341-2667

C: (770) 527-1732

AUTHORIZATION SIGNATURE

Signature below denotes approval of the scope, pricing, and terms of conditions of this proposal and authorizing Control Concepts, LLC to proceed with the execution of this project.

Proposal Accepted By:

Print Name

Signature

Title

Purchase Order Number

Date

PROJECT QUOTE



OMNIA[®]
P A R T N E R S

DeKalb County School - MLK High School - VRV Project

Martin Luther King High School
3991 Snapfinger Rd
Stonecrest, GA, US 30038

OMNIA Certified Quote #: R240901-GA-344363
Quote #: Q-73969
OMNIA Membership #: 4039135

Prepared for:

Michael Burdette
Facilities
DEKALB COUNTY SCHOOLS
Quote Document Date: 04/10/25

Prepared by:

Omar Singh
Sr. Account Manager
Phone: (770) 514-5880 Mobile: (678) 858-3635
E-mail: omar.singh@daikinapplied.com
Daikin Applied Americas, Inc.

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Project Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Daikin Applied will serve as this project's primary OMNIA contractor.

1. Daikin Applied will provide project management services while working with MaxAir the installing contractor.
2. Daikin Applied will schedule a project kick off meeting with Maxair and Dekalb Count school system to ensure that expectations, deliverables, and timelines agreed upon.
3. Weekly contractor meeting will be held with Maxair to mitigate any issues making sure that the job finish on time.

Clarifications:

MaxAir as the subcontractor is responsible for demolition, installation, start-up, and warranty. Please refer to the attached scope for more details.

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. Daikin Applied 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 Daikin Applied.
8. Staffing of onsite Safety or Security personnel during project execution or after working hours will not be provided and Daikin Applied 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 features, trash repositories and pick services are not included. Daikin Applied understands the Owner or Owners Representative is responsible for these measures.
10. Daikin Applied 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. Daikin Applied will only provide supervision for itself and its sub-contractors when we or they are on site.
12. Daikin Applied 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.

OMNIA Pricing and Payments

Feel free to contact me if you have any questions or concerns regarding the information contained in this Project Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$1,346,000.00 (One Million, Three Hundred Forty-Six Thousand dollars and Zero cents)

**Price does not include applicable sales tax*

This proposal for the sale of Daikin Applied's services, parts, and/or equipment, including the pricing and scope of work as described herein, is subject to the terms and conditions of and will be governed exclusively by Region 4 ESC Contract # R200401 ("OMNIA"), incorporated herein by reference. Any other terms and conditions, including those that may be contained in customer's Purchase Order or other customer documents, will have no force or effect unless mutually agreed to by the Parties. The OMNIA contract is available through OMNIA Partners at: <https://www.omniapartners.com/suppliers/daikin-applied/public-sector/contract-documents#contract-375>

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Contractor Agreement

This **CONTRACTOR AGREEMENT** ("**Agreement**"), effective as of _____ ("**Effective Date**"), is made and entered into by and between DEKALB COUNTY SCHOOLS (hereinafter "**Owner**") and Daikin Applied (hereinafter "**Contractor**").

WHEREAS, Contractor is in the business of providing equipment, labor and/or material, which may involve subcontracting a third party ("**Subcontractors**") to provide labor and material, to perform the scope of work described in the Quote No. Q-73969 Dated: 04/10/25 hereto ("**Work**"), and,

WHEREAS, Contractor has offered to perform the Work for Owner with respect to the property located at 3991 Snappinger Rd Stonecrest, GA 30038 (hereinafter "**Property**");

WHEREAS, Owner desires to retain Contractor to perform the Work;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements of the parties, it is agreed as follows:

1. **Work Subject to credit approval**, Contractor agrees to furnish all labor, materials, tools, equipment, and samples necessary to complete the Work. Contractor acknowledges that in providing such Work, it shall at all times comply with all laws and regulations affecting, Contractor. Owner agrees that Contractor may retain one or more subcontractors ("**Subcontractors**") to perform the Work through a Subcontract Agreement.
2. **Term of Agreement**. Contractor will commence Work on the commencement date ("**Commencement Date**"). Owner will notify Contractor of the Commencement Date in writing by issuing a Notice to Proceed. The Notice to Proceed shall be issued at least fourteen (14) days before the Commencement Date. Upon substantially completing the Work, Contractor shall present a Certificate of Substantial Completion to Owner.
3. **Contract Price**. For full performance of the Work in conformance with this Agreement, Owner shall pay the Contractor the fixed sum specified in the Quote hereto ("**Contract Price**"), subject to adjustment per mutual agreement of the parties should the scope of Work change. The Contract Price does not include sales tax.
4. **Relationship of Parties**. Contractor is retained by Owner only for the purpose and to the extent set forth in this Contractor Agreement. Contractor's relationship with Owner shall, during the entire term of this Contractor Agreement, be that of an independent contractor. Contractor, and any employee, agent, servant, officer, director or shareholder of Contractor, shall not be deemed an agent, servant, or employee of Owner.
5. **Compliance with Laws**. Contractor and Owner agree that parties shall comply with all federal, state, and local laws and regulations applicable to its activities under this agreement, including without limitation to the hiring, safety, and taxation of its employees, as well as obtaining and maintenance of any applicable licenses and/or permits as required by all laws and regulations applicable to its activities under this Agreement.
6. **Insurance**. At all times while performing the Work, Contractor shall maintain, at its sole cost and expense, insurance as customary within the industry. If requested Contractor will present a copy of their certificate of insurance.
7. **Indemnification**. It is the parties' obligation to defend and indemnify upon prompt receipt of written notice to defend, indemnify, and hold harmless each other's officers, directors, employees, and agents, from and against those damages, liabilities, claims, and causes of action, for property damage, personal injury or death (including without limitation injury to or death of employees or any subcontractor thereof) (jointly referred to as "**Claims**"), directly caused by Contractor's negligence, gross negligence, or willful misconduct of the indemnifying party during the performance of the Work.
8. **Default**.
 1. A default occurs under the terms of this Agreement if: (a) Contractor substantially fails to perform any of its material obligations under this Agreement; (b) if Owner becomes insolvent, and/or; (c) if Owner fails to tender payment to Contractor under this Agreement for thirty (30) days after the date such payment is due (together "**Event of Default**").
 2. Upon the occurrence of an Event of Default, the non-breaching party shall provide written notice to the breaching party ("**Notice of Default**"). Upon receipt of the Notice of Default, the breaching party shall immediately correct the default. If the breaching party fails to correct the default for thirty (30) days after receipt of the Notice of Default, or fails to provide evidence that appropriate corrective action is in reasonable process, the non-breaching party may terminate this Agreement upon written notice ("**Notice of Termination**"). The parties shall have any legal remedies at their disposition, as allowed by local law.
9. **Termination**. Absent an uncured Event of Default, this Agreement may only be terminated only by the consent of the parties.

1. The termination shall be evidenced by: (a) execution of a single writing; (b) signed by Contractor and Owner; (c) that specifically identifies this Agreement, and (d) states that Owner and Contractor terminate this Agreement as of a specified date ("Termination Agreement").
2. Prior to execution of the Termination Agreement, Contractor shall present Owner with an Application for Payment for actual Work rendered under this Agreement as of the date the parties intend to execute the Termination Agreement, and Owner shall pay Contractor the amount requested in the Application Payment contemporaneously with the parties execution of the Termination Agreement.
10. **LIMITATION OF LIABILITY: NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, DELAY, LIQUIDATED, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFITS, GOODWILL, OR OTHER BUSINESS INTERRUPTION DAMAGES, THAT ARISE OUT OF OR RELATED IN ANY WAY TO THEIR PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED ON STATUTE, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER CLAIM OR THEORY OF RECOVERY OR LIABILITY WHATSOEVER, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN OR NOT.**
11. **Warranty.** All equipment furnished hereunder is provided with the manufacturer's warranty as the exclusive warranty for such equipment. Contractor provides such warranty as a pass-through to Owner. The manufacturer's warranty for equipment manufactured by Daikin Applied and Daikin North America are attached hereto and incorporated herein by this reference. The Contractor agrees to perform Work in a manner which is in accordance with industry standards for the operation, appearance, and public perception established by those engaged in a business similar to that of Contractor. Subcontractor Agreements will contain warranties that Subcontractors will perform the Work in a similar manner. Valid for one year from completion of the Work.
12. **Asbestos and Hazardous Materials.** In the event Contractor encounters asbestos, lead and/or other hazardous materials, Contractor will stop work and notify Owner, and shall have the right to suspend its work at no penalty to Contractor until such products or materials and the resultant hazards are removed. Completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Owner shall remediate any asbestos, lead or other hazardous materials at Owner's expense, and shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, upon, beneath, about or inside Owner's equipment or property, shall bear title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, and shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Owner shall defend, indemnify, reimburse and hold harmless Contractor and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, in connection with the services performed hereunder. Contractor reserves the right to engage others in a subcontractor status to perform the work hereunder.
13. **Confidentiality.** Owner agrees to keep confidential and use its best efforts to cause any sales representative and employees to keep confidential all trade secrets, proprietary, and confidential information (hereinafter "Confidential Information") related to Daikin Applied and safeguard all Confidential Information from disclosure or use by any person directly or indirectly under Owner's control. Confidential Information does not include (i) information which is in the public domain other than through a breach of this clause and (ii) information which was received by Owner independently of Daikin Applied. Neither expiration nor termination of this Agreement for any reason shall release Owner from the obligations of this Section.
14. **Notices.** Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (b) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (c) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to Contractor:

Daikin Applied Americas Inc.
Attn: Legal Department
13600 Industrial Park Blvd
Plymouth, MN 55340

If to Owner:

DEKALB COUNTY SCHOOLS
Attn: Michael Burdette

3991 Snapfinger Rd Stonecrest, GA 30038

The foregoing addresses may be changed from time to time by notice to the other party in the manner hereinbefore provided for.

15. **No Waiver.** A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of said party's rights under any other provision.
16. **Severability.** If any provision hereof is deemed to be invalid or unenforceable under applicable law, the remaining provisions of this Agreement shall continue to be enforceable.
17. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, except conflicts of law which may require the application of another jurisdiction's laws.
18. **Miscellaneous.**
 1. **Force Majeure.** Notwithstanding anything to the contrary contained in the Agreement, Daikin Applied shall have a reasonable opportunity to cure any alleged unmet performance obligations thereunder. Additionally, in the event either party is delayed in its performance due to causes outside its reasonable control, the time for such party's performance will be extended for a period of time reasonably necessary to overcome the delay.
 2. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties with respect to the Work and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. No modifications or alterations shall be made to this Agreement unless in writing and agreed upon by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date, the corporate parties by their officers duly authorized.

OWNER:

DEKALB COUNTY SCHOOLS
Michael Burdette
3991 Snapfinger Rd
Stonecrest, GA 30038

CONTRACTOR:

Daikin Applied Americas
13600 Industrial Park Boulevard
Plymouth, MN 55441

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

