



April 26, 2021

Natomas Unified School District
1901 Arena Blvd
Sacramento, CA 95834
Sourcewell (NJPA) Contract #: 030817-JHN – Maturity Date: 5/8/2021

ATTN: Mark Storage, Maintenance and Operations Coordinator (mstorace@natomasunified.org)

Site: American Lake School, 2800 Stonecreek Dr, Sacramento, CA 95833

Portable – rooftop replacement (Carrier 50JS-060---3001--)

Thank you for allowing Johnson Controls, Inc. the opportunity to submit the following proposal for the above referenced project.

SCOPE OF WORK:

- Safe off electrical, controls and condensate.
- Demo existing and condensing units.
- Dispose of demo equipment and materials properly.
- Transport new units from our warehouse to site.
- Install New (Qty 1) rooftop unit
- Crane rigging off old rooftop unit and installing new rooftop unit to be done after hour and weekend.
- Reconnect to ductwork, and condensate.
- Reuse existing thermostats.
- New Refrigeration piping.
- Provide Equipment Start Up.

CLARIFICATIONS:

- Existing HVAC ductwork in the room to remain as-is.

EXCLUSIONS:

- Code upgrades and permits.
- Electrical power changes and upgrades.
- Coring, Cutting, Patching and Painting.
- Roofing.
- Temporary heating, ventilation or cooling equipment.
- Repair or warranty of pre-existing equipment or conditions.
- Asbestos abatement.
- Structural Engineering.
- Any work not described in the above scope.

Our price to provide this work including equipment, material, and labor will be:

	Price
Total	\$ 13,861.00

Warranty

1 Year:

All other components within the project that are newly installed will fall under a one year warranty. A detailed list of components covered will be provided to the facility staff along with the timeframe.

IMPORTANT: This proposal incorporates by reference the terms and conditions attached hereto.)

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until

90 days from the date of proposal

JOHNSON CONTROLS, INC.

Purchaser - Company Name

DR
Signature

Signature

Name: Doug Orr
Title: Associate Superintendent
Date: 5/18/21

Name: Robert Rule
Title: Account Rep

TERMS AND CONDITIONS

By accepting this proposal, Purchaser 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 only. Plastering, patching and painting are excluded. "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 Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by Johnson under this agreement, Johnson's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by Johnson shall not operate to compel Johnson to perform any work relating to Hazards without Johnson's express written consent.

2. **Invoicing & Payments.** Johnson may invoice Purchaser 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. Purchaser shall pay Johnson at the time purchaser 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 and Purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within thirty (30) days of its issuance, it is delinquent.
3. **Materials.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reason beyond the control and without the fault of Johnson, 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, Johnson 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 therefor.
4. **Warranty.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. The warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **Liability.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of work.
7. **Delays.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, condition of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
8. **Compliance with Laws.** Johnson 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 Purchaser.
9. **Disputes.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **Insurance.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
11. **Indemnity.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
12. **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 site.
13. **Entire Agreement.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **Changes.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.