

Proposal ID: 44962 Date: 12/1/2023

Tolin Mechanical

3810 S. Evans Blvd
Tucson, AZ 85714
(520) 623-1050

(Hereinafter "Tolin")

Customer Purchase Order:

NORTHWEST FIRE DISTRICT

13535 N MARANA MAIN ST
MARANA, AZ 85653

(Hereinafter "Customer")

Customer Work Order:

PROJECT LOCATION: 4701 N LA CHOLLA BLVD, TUCSON, AZ 85653

PROJECT DESCRIPTION: St331 Replace the building control system, controllers and dampers to work with new unit

We are pleased to offer our proposal to complete the following Scope of Work:

Provide and Install (1) Trane Tracer SC+ web based global controller and transformer. It will be located in the existing locations

- Terminate wiring from existing communication link (additional wiring/comm link, though not anticipated, is not included)
- Point map/configure existing (7) VAV controllers residing on existing comm link
- Provide and install (6) new Bacnet comm boards on existing VAV's
- Provide customer training for user interface, scheduling, overrides, and general use of the front end
- Customer responsible for providing (1) IP address and drop for the SC+ controller
- Customer is responsible for placing the device behind a firewall and configuring VPN access if remote connectivity is desired
- Trane to provide (1) replacement 16" round in/round out VAV box (to be installed by others)
- 1st year SMP (Service Maintenance Plan) is included - SMP is required for all software patches and updates
- 1st year Controls Maintenance Agreement included

4-7 Weeks for components.

OUR PROPOSAL EXCLUDES THE FOLLOWING:

1. Providing labor before or after our normal business hours of 7:30 a.m. to 4:30 p.m. Monday through Friday.
2. Providing equipment, materials and labor for work not detailed in this project's scope of work.

OUR AMOUNT FOR THIS SCOPE OF WORK IS

\$44,639.00

"This Agreement is the property of Tolin and is provided for the Customer's use only. Tolin guarantees the price stated in this Agreement for thirty (30) days from the proposal date."

Tolin Mechanical

Gavin Fenske

Name

Service Manager

Title

12/1/2023

Date

Shawn Vancamp

Name

Title

Date

Terms & Conditions

1. Tolin warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Tolin will extend to Customer the benefits of any warranty Tolin has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates then in effect.
2. Customer shall permit Tolin free and timely access to areas and equipment, and allow Tolin to start and stop the equipment as necessary to perform required service. All planned work under this Agreement will be performed during Tolin's normal working hours.
3. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Tolin may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount to be negotiated or on a time-and-material basis at Tolin's rates then in effect) over the sum stated in this Agreement.
6. In the event Tolin must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Tolin all court costs and attorney's fees incurred by Tolin.
7. Any legal action related to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of work.
8. Tolin shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Tolin's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Tolin, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Tolin.
10. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL TOLIN BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Initials: _____

Date: _____

*** Please Return Initialed Document With Proposal To:
Tolin Mechanical
Fax # (520) 623-2146**