



TO: Readington Twp. School District
52 Readington Road
Whitehouse Station, NJ 08889

DATE: February 28, 2020
QUOTE: 36-1103 CO-1

ATTN: Jason Bohm

REF: Additional HVAC Scope Items Not Covered by NJDI Program

Dear Mr. Bohm:

Thank you for the opportunity to assist the Readington Township Public School District with the upgrade of its HVAC systems. Subject to acceptance within 30 days and to all conditions as attached, we propose to furnish materials and labor at the prices and terms as stipulated below:

SCOPE OF WORK:

The following items are outside of the scope of what is covered by the NJ Direct Install program and require this additional contract between Buyer and Seller to cover such additional costs associated with the Rooftop Unit Replacement.

- ☀ **Whitehouse School** (50 Whitehouse Ave) – Additional costs associated with large oversized crane needed to cover furthest RTU pick reach of up to ~112 feet. (NJDI program only covers cost for 20 ft. vertical / 30 ft horizontal).
- ☀ **Three Bridges School** (480 Main Street) - Additional costs associated with large oversized crane needed to cover furthest pick reach of up to ~80 feet. (NJDI program only covers cost for 20 ft. vertical / 30 ft horizontal).

PRICE: Our total price for the above scope is **\$3,972.00.**

EXCLUSIONS AND CLARIFICATIONS:

The following are not included in this scope or the NJDI scope of work: Premium time labor, code requirement upgrades, engineering, site plan, drawings, safety railings, alarm panel wiring, smoke/alarm system integration, CO detectors, BMS/controls integration, RTU/BMS communication adapters, ductwork, carpentry, ceiling work, curb relocation work, soffits, concrete work, painting, fees, cutting and patching, any equipment repairs and/or modifications not listed above.

TERMS: 100% Due NET 30 after Completion

Pricing above does not include NJ sales tax, if applicable. All pricing herein shall be deemed to be subject to New Jersey sales tax unless excluded by the purchaser. If sales tax is excluded by the purchaser, appropriate tax-exempt documentation must be provided.



THE UNDERSIGNED ACCEPTS THIS PROPOSAL AND ALL ITS TERMS AND CONDITIONS (ATTACHED) AS A BINDING CONTRACT SUBJECT ONLY TO THE APPROVAL OF THE CREDIT OF THE BUYER BY THE SELLER WHICH SHALL NOT BE UNREASONABLY WITHHELD.

BUYER: **Readington Twp. School District**

SELLER: **Sander Mechanical Service LLC**

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

CONDITIONS OF PROPOSAL

Acceptance of this proposal by buyer shall be acceptance of all terms and conditions recited herein which shall supersede any conflicting term in any other contract document. Any of the Buyer's terms and conditions in addition or different from this proposal are objected to and shall have no effect. Buyer's agreement herewith shall be evidenced by Buyer's signature hereon or by permitting Seller to commence work for project.

1. Unless otherwise stipulated herein, Final payment shall be due within 30 days after the work described on the proposal is substantially completed. No provision of this agreement shall serve void the Seller's entitlement to payment for the properly performed work or suitably stored materials.

2. The Buyer will withhold no more retention from the Seller than is being withheld by the Owner from the Buyer with respect to the Seller's work.

3. All sums not paid when due shall bear interest at a rate of 1.5% per month or maximum legal rate permitted by law, whichever is less; and all costs of collection, including reasonable attorneys' fees shall be paid by Buyer.

4. Nothing in this subcontract agreement shall require Seller to continue performance if timely payments are not made to the Seller for suitably performed work or stored materials.

5. No back charges or claim of the Buyer for services shall be valid except by an agreement in writing by the Seller before the work is executed, except in the case of the Seller's failure to meet any requirement of the agreement. In such event, the buyer shall notify the Seller of such default, in writing, and allow the Seller reasonable time to correct any deficiency before incurring any cost chargeable to the Seller.

6. Buyer is to prepare all work areas so as to be acceptable for Seller under contract. Seller will not be called upon to start any work until sufficient areas are ready to insure continued work.

7. Seller shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract. Seller shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delays caused by the owner, general contractor, architect and/or engineers, delays in transportation, shortages in raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God. Seller shall be entitled to equitable adjustment in the subcontract amount for additional costs due to unanticipated project delays or accelerations.

8. All workmanship on new work is guaranteed against defects in workmanship for a period of one year from the date of installation, 90 days for repair or component replacement. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability or fitness for a particular purpose. The exclusive remedy shall be that the Seller will replace or repair any part of its work which is found to be defective. Seller will not be responsible for special, incidental, or consequential damages. Seller shall not be responsible for damage to its work by other parties or for improper use of equipment by others.

9. Work called for herein is to be performed during the Seller's regular working hours. All work performed outside of such hours shall be charged for at rates or amounts agreed upon by the parties at the time overtime is authorized.

10. Any notice or written claim required by the contract documents to be submitted by the Buyer, on account of changes, extras, delays, acceleration, or otherwise, shall be furnished within a time period, and in a manner to permit the Buyer to satisfy the requirements of the contract documents and its contract with the Owner, notwithstanding any shorter time period otherwise provided.

11. The subcontract form used between the Seller and Buyer will be the AIA Standard Form Subcontract Document A401. Where there is a conflict between provisions of either the AIA Subcontract Form, or the contract documents between the Owner and Buyer and this Proposal, then this Proposal shall govern. Any other orders for the proposed work shall be bound by the terms herein.

12. Nothing in this agreement shall serve to void Seller's rights to file a lien or claim on its behalf in the event that any payment to the Seller is not timely made.

13. The Buyer shall furnish all temporary site facilities including suitable storage space, hoisting, temporary electrical and water at no cost to the Seller.

14. The Buyer shall make no demand for liquidated damages for delays or actual delays in any sum in excess of such amount as may be specifically named in this Proposal and no liquidated damages may be assessed against the Seller for more than the amount paid by the Buyer for unexcused delays to the extent caused by the Seller.

15. Buyer shall, if the Owner does not, purchase and maintain all risk insurance upon the full value of the entire work and/or materials delivered to the jobsite which shall include the interest of the Seller.

16. All permits and fees are responsibility of the Owner unless specified otherwise.

17. Asbestos – The Seller's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event the Seller encounters any such material in performing its work, the Seller has the right to discontinue work and remove its employees until the hazard is corrected or it is determined no hazard exists.