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**DATE:** August 28, 2018

**CLIENT:**  
Towers Of Key Biscayne  
1121 Crandon Boulevard  
Key Biscayne, Fl 33149  
Phone: 305-361-9114  
Fax:

**PROPOSAL:** 00024853  
Galvanized Replace(1) AHU Agal  
E Tower

**CONTACT:** Marcelo/Jorge

We propose hereby to furnish material and labor, complete in accordance with specifications below for the sum of **Seventy-Seven Thousand One Hundred Ninety-Four And 00/100 Dollars.**

Bid # :24853

Carrier AHU E

- Supply labor and materials to replace (1) existing 90 Ton Air Handler.
- Supply labor to remove existing air handlers. (Rigging to remove and Install included)
- Supply labor and materials to install (1) new 90-ton Carrier air handler in existing location. (Coils Will Be Coated)
- Supply labor to reconnect to existing piping, electric, duct work and condensate line.
- Supply labor to install new insulation for new piping
- Supply labor to start up and check for proper operation.
- Supply labor to install (1) new VFD s .
- Supply labor to install (1) new SS Disconnects
- Supply Crane to set AHU on roof.
- All work to be done during regular business hours.

- 39M AHU 30
- "Unit Parameters
- "Aero Indoor Air Handler
- "Unit Size: Size 30
- "Insulation: R-13 Double Wall Sealed Panel
- "Exterior Finish: Painted Exterior Panels
- "Interior Finish: 304 Stainless Steel Interior Panels
- "Level II Thermal Break

**THERMAL STANDARD TERMS, CONDITIONS AND EXCLUSIONS ARE PART OF THIS PROPOSAL.**

Customer Initial\_\_\_\_\_

- "6 inch tall Base Rail
- "Flat Filter
- "Chilled Water Coil - Anti Corrosion Coating
- "Draw-Thru Supply Fan
- "Configuration Notes

Exclusion: Permit or any item not listed above.

Note:

1. Permit will be billed as a pass thru
2. Crane Will be used to replace equipment.
3. Warranty, 1 Year Parts and Labor
4. Lead time for equipmet, 8 to 10 weeks

**AMENDMENTS & SPECIAL PROVISIONS:**

Exclusion: Permit or any item not listed above.

Note:

1. Permit will be billed as a pass thru
2. Crane Will be used to replace equipment.
3. Warranty, 1 Year Parts and Labor
4. Lead time for equipmet, 8 to 10 weeks

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**Any Code Upgrades or Wind Load Calculations Are Excluded**

**TOTAL BID:** (Seventy-Seven Thousand One Hundred Ninety-Four And 00/100 Dollars) **\$77,194.00**

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Payment to be made as follows: **50 % Deposit**

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**Acceptance of Proposal** This proposal may be withdrawn if not accepted by September 29, 2018.

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The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

*Jorge Benitez*  
\_\_\_\_\_  
**Account Manager**

Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

***UNLESS SPECIFICALLY INDICATED ELSEWHERE, THIS PROPOSAL IS SUBJECT TO THE FOLLOWING:***

**TERMS & CONDITIONS:**

1. Terms of payment are Net 10 days. Late charges may be assessed at 1.5% per month on past due balances. Applicable taxes are not included. Should payments be received after 60 days, then Thermal may stop all work under this Proposal and/or cancel the Proposal, and the entire price shall become due and payable.
2. Thermal is not responsible for loss or damage caused by unavailability of equipment, components or material for whatever reasons, including forces of nature, inaccessibility to premises, negligence by Customer or others, inadequate system design, vandalism or other causes beyond Thermal's control.
3. Both parties shall seek to avoid litigation. However, in the event that any legal actions are required to be taken by either party relating to this Proposal, it is agreed that such legal actions shall be commenced within one year, or earlier as may be provided by law, from the date in which the cause

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of action occurred and that the successful party in such legal action shall be awarded reasonable attorneys' fees, litigation or arbitration costs, and collection costs. Any and all legal action shall be filed within the county wherein the work was performed.

4. It is the customer's obligation to inform Thermal of the existence of any hazardous material that may exist at the jobsite. In accordance with OSHA's Hazard Communication Standard Regulations, Customer shall provide Thermal all relevant Material Safety Data Sheets (MSDS).

5. Thermal's responsibility under this Proposal excludes the identification, removal or abatement of asbestos, mold, mildew or other hazardous substances. In the event such products or substances are encountered, Thermal's obligation shall be limited to informing Customer of the possible existence of such materials. In the event that hazardous substances are encountered, all work shall immediately cease and shall not again commence until written documentation that abatement has been performed is provided to Thermal.

6. Thermal and Customer agree that the occurrence of any of the following conditions which, without limitation, might render performance by Thermal impractical, such as, but not limited to: strikes, fires, war, inclement weather, late or non-delivery by suppliers of Thermal and all other contingencies beyond the reasonable control of Thermal. Under no circumstances shall Thermal be liable for any special or consequential damages whether based upon lost goodwill lost resale profits, work stoppage, impairment of other goods or negligence otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, (unless such negligence is directly caused by Thermal) except only in the case of personal injury where applicable by law requires such liability. But in no event shall Thermal's liability exceed the purchase price paid under this Proposal.

7. The Customer shall pay Thermal, in addition to the price of this Proposal, the amount of all present and future taxes or any other government charges now or hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this Proposal relates, exclusive of ordinary personal property taxes assessed against Thermal.

8. It is agreed that the Customer shall assume responsibility and pay extra for all services and material required due to electrical power failure, low voltage, burned out main or branch fuses, low water pressure, corrosion, or lightning strikes, and any and all items listed in the EXCLUSIONS section of this Proposal.

9. Customer is responsible for the cost of any additional items of equipment or performance of any safety test or correction in design as recommended or required by insurance companies, state, municipality, or other governmental authorities.

10. Only the materials specifically listed in the service details section of this Proposal are included as a part of the Proposal. All other materials and/or equipment replacement are to be paid for by the Customer, in addition to this Proposal, if the Customer so requests or authorizes such work to be performed by Thermal.

11. All work covered under this Proposal shall be performed during normal working hours, 8:00 am to 4:30 pm Monday through Friday, excluding legal holidays.

12. Any additional work, not specifically stated elsewhere in this Proposal, shall only be performed upon authorization of Customer prior to proceeding with the work. Customer's oral or written authorization will be mutually acceptable.

13. All additional work, unless a quoted price is agreed to prior to commencement of the work, shall be performed on a time and material basis. Signature of Customer's building maintenance personnel or other employee on Thermal's Work Order/service ticket shall constitute acceptance and authorization for payment of the work covered by that form.

14. Thermal reserves the right to discontinue this Proposal at any time, without notice, in the event that payments under this Proposal shall not have been made as agreed.

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