

PROJECT QUOTE



OMNIA[®]
P A R T N E R S

OMNIA Certified Quote #: R200401-FL-285057

Replace Four Trane, RTU-2,5, 9 and 11

LEE CTY ELECTION CENTER
13180 S CLEVELAND AVE
FORT MYERS, FL 33907

Quote #: Q-24820

Prepared for:

Mike Starr
Trades Supervisor
LEE COUNTY BOARD OF COMMISSIONERS
Quote Document Date: 09/26/23

Prepared by:

Patrick Lavoy
Service Sales Rep
Phone: 813-621-8440 Mobile: (239) 241-1160
E-mail: patrick.lavoy@daikinapplied.com
Daikin Applied Americas, Inc.

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following 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.

- Provide and install new 20 ton Daikin units for tagged units 2 and 5
- Provide and install new 25 ton Daikin unit for tagged unit 11
- Provide and install new 15 ton Daikin unit for tagged unit 9
- Provide and install curb adapters for all 4 new RTU units
- Provide and install fresh air hood with motorized dampers for all 4 new RTU units
- Provide and install 30kw electric heat for all 4 new RTU's
- Tie into existing drain lines and electric
- Start up units and test for proper operation
- Provide crane and rental equipment for change out

Each of our sub-contractors will be maintaining a consistent project manager who will be represented when appropriate during our project time frame.

Staff and resource planning will be maintained throughout the project through our project communications efforts.

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

\$177,270.00 (One Hundred Seventy Seven Thousand, Two Hundred Seventy dollars and Zero cents)

**Price does not include applicable sales tax*

Quote, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein

(<https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611>) shall govern this Quote and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

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.

If to Contractor:

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

If to Owner:

LEE COUNTY BOARD OF COMMISSIONERS
Attn: Mike Starr

13180 S CLEVELAND AVE FORT MYERS, FL 33907

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:

LEE COUNTY BOARD OF COMMISSIONERS
Mike Starr
13180 S CLEVELAND AVE
FORT MYERS, FL 33907

CONTRACTOR:

Daikin Applied Americas
13600 Industrial Park Boulevard
Plymouth, MN 55441

PURCHASED BY P.O.

(Print Full Legal Name of Customer)

(Signature)

(Title)

Date:

David Hoelzer

(Print Full Legal Name of Daikin Applied Representative)

DocuSigned by:
David Hoelzer

(Signature)
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District Sales Manager

(Title)

10/30/2023

Date:

