PROJECT PROPOSAL



To: Scherer Construction	Date: 06/26/2025		8 FAX: 352-376-0523
ATTN:Erik Otte	Proposal #: 1842	4301 NW 6 th Street, Gainesville, FL 32609	
PROJECT: ymca 34th blvd 15-ton split	PLAN DATE: N/A	REF:	ADDENDA:

PREPARED BY					
NAME: ryan	PHONE: 352-240-2041	EMAIL: ryan comfortemp.com			

CT Mechanical is pleased to offer this lump sum proposal for the heating, ventilation and air conditioning work as delineated in bid documents. Below is the scope of work as we interpret it. If there are any deviations noticed in this they must be brought to the attention of CT Mechanical prior to signing proposal.

Isigning proposal.	
SPECIFICALLY INCLUDED:	
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Labor to remove and install 15-ton Trane symbio system customer	•
provided.	•
duct modification if required per scope.	•
• rx-11 flush to flush line set.	•
• pipe insulation per code.	•
• additional r-410a as required.	•
• iso-pads for air handler.	•
• start-up of equipment.	•
• 90- day labor warranty.	•
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customer will need equipment delivered before install.	•
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TERMS AND CONDITIONS

- 1. The Scope of Work defines and limits our services for this project. If you have any questions please let us know. Comfort Temp Company wants to have a clear understanding Scope of Work and related terms before any work commences. Any change orders or supplemental work must be in writing and signed by Client and Comfort Temp Company.
- 2. Upon delivery and installation of materials and supplies, ordered by Comfort Temp Company, to the project location, the risk of loss or damage passes immediately to the Client and Comfort Temp Company assumes no responsibility. The Client represents that there is sufficient insurance coverage to cover such risk of loss and that Comfort Temp Company will be the loss payee for any claim of loss until title passes to the Client. Title to any such materials will pass to the Client only after the final payment for all invoices has been made to Comfort Temp Company. This paragraph does not apply to any Client supplied materials, which shall remain as Client's risk of loss or damage.
- 3. Any additional work performed or upgrade of materials, including any special orders or other purchases made beyond the original scope of work of this project will be invoiced upon authorization by the Client and shall be in writing signed by the Client and Comfort Temp Company.
- 4. Comfort Temp Company will give the Client a reasonable opportunity to review and inspect the work and materials provided to the Client. By accepting any goods delivered and installed to the Client, Client acknowledges that such work is in accordance with the Scope of Work and otherwise conforming as defined under Fla. Stat. 672.001. In the event the Client rejects any work, such rejection must be in writing and delivered to Comfort Temp Company within three (3) days of completion of the work or any phase of work, specifying the reason for rejection; otherwise the rejection is invalid. Comfort Temp Company wants the Client to be completely satisfied and will work to see that all work and materials meet the Client's approval.
- 5. The Client releases and holds harmless Comfort Temp Company from any and all claims for any damages to persons or property directly or indirectly caused by or related to (1) any delays in delivery or shipment of any materials, (2) any damage to materials in delivery or shipment, and (3) any defect in the design or manufacture of any materials or work, including any latent defects or hazards.
- 6. Unless otherwise noted, the Client has not advised Comfort Temp Company of any known, hidden, or latent hazards, dangers or defects existing on or at the project location. Any known, hidden, or latent hazards, dangers or defects existing on or at the project location must be disclosed to Comfort Temp Company in writing before work begins.
- 7. Any warranties related to any materials are by the original seller or manufacturer and any such warranties are transferred to the Client along with the title to the materials. Comfort Temp Company makes no express or implied warranties as to any of the work of materials and specifically excludes any such warranty as to the merchantability or fitness of any work or materials. There are no warranties that extend beyond the face hereof.
- 8. Your acceptance of the Project Quote and Scope of Work creates a binding contract ("Ágreement") with Comfort Temp Company. This Agreement contains the entire understanding of the Client and Comfort Temp Company as to the scope of work for this project, and is made without reliance upon any oral or written promise, warranty or representation not specifically stated within this Agreement. This Agreement can only by changed or modified in writing and signed by both parties.
- 9. This Agreement shall be interpreted under the laws of Florida. Comfort Temp Company and Client agree that any dispute arising out of this Agreement shall be brought in the exclusive venue of Alachua County, Florida, before the court of appropriate jurisdiction. If any part of this Agreement is determined to be invalid, it shall not validate the entirety of the Agreement, but shall be severable.
- 10. All invoices are due Net forty five (45) and incorporate these Terms and Conditions. Any invoice remaining unpaid after this will accrue interest at the rate of 18% per anum, or the maximum allowable interest rate under law, whichever is greater. In the event collection efforts are required to secure payment of any invoice, Comfort Temp Company is entitled to recover all such collection costs, including court costs and a reasonable attorney's fee and paralegal fee through trial and any appeals. Client acknowledges that, in addition to any other remedies at law or in equity, Comfort Temp Company may recover any unpaid materials or work from Client by an action for replevin and that Comfort Temp Company is entitled to record and enforce its rights a lien or pursuant to Fla.

 Stat. 761.001.