



307 McKinzie Street South
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Mankato, Minnesota 56002
507-345-4828

Dated: 11/13/2018

To: Keith Lindeman – Lyon County (KeithLindeman@co.lyon.mn.us – 507.829.3328)

Project: Law Enforcement Center – Condenser Replacement

Project Address: 611 W Main St, Marshall, MN 56258

Proposal

Thank you for the opportunity to submit the following proposal ("Law Enforcement Center – Condenser Replacement") to perform the scope of services outlined below. Subject to all terms and conditions contained herein, Paape Companies, Inc. ("Paape") proposes to provide the following scope of work:

Condenser Replacement

Replacement of Condenser and Coil

- Removal of existing Condenser, Line Set and Evaporator Coil
 - Disconnection of electrical service and controls
- Providing and installation of new Condenser
 - Daikin RCS air cooled condensing unit
 - Dual refrigeration circuits with scroll compressors
 - Nominal 35 tons of nominal capacity
 - Microchannel condenser coils and low sound condenser fans
 - Single point power connection with disconnect switch.
 - Reconnection to existing electrical service
- Providing and installation of new evaporator coil in existing AHU
 - Daikin DX cooling coil
 - Aluminum fins, copper tubes and galvanized coil casing
- Providing and installation of new refrigeration line sets
- Startup and verification of unit operation
 - Existing building controls will be reconnected

TOTAL

\$64,669

EXCLUSIONS:

1. *Work outside of scope of this proposal*
2. *Work required to be performed outside of normal working hours (overtime labor)*
3. *Replacement of any parts found to be faulty during installation*

This Proposal is valid for 30 days.

No representation, promise, condition or agreement of any nature whatsoever shall be binding upon the Paape unless incorporated in this Proposal in writing. The terms and conditions of this Proposal and the financial ability of Purchaser are subject to the acceptance of Paape. Prior to such acceptance of this Proposal: (i) a credit report may be obtained by Paape with regard to Purchaser satisfactory to Paape, and (ii) the entire liability of Paape under the contract may be discharged by the return of any monies which Purchaser may have deposited as a condition of this Proposal. Paape assumes no liability for failure for any reason to deliver the merchandise on any request or tentatively set shipping date and Purchaser agrees to accept delivery of the merchandise at any reasonable time, thereafter.

Chuck Miedtke – Building Services Manager

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. Paape is authorized to perform all work and install all equipment specified above. The undersigned Purchaser hereby agrees that: (i) payment in full of all invoices is due no later than thirty (30) days from the date of invoice; (ii) an additional service charge of the lesser of 1.5% per month (18% annually) or the maximum legal rate will be assessed against all invoices not paid within forty-five (45) days of date of invoice; (iii) if Paape is compelled to take any action or proceeding in court or otherwise to enforce or compel compliance with the terms of this Proposal, the undersigned shall, in addition to any other rights or remedies to which Paape is or may be entitled, pay all costs and expenses, including but not limited to reasonable attorneys' fees, incurred and/or expended by Paape in connection with the protection, defense and/or enforcement of this Proposal; (iv) neither Paape nor Purchaser shall be responsible for (and each party hereby waives) all consequential, incidental, indirect, special or punitive damages under this Proposal or the activities contemplated hereby; and (v) Purchaser's recourse against Paape for any breach of this Proposal shall be limited to the amounts paid to Paape hereunder.

PAAPE AGREES TO PASS ALONG ALL MANUFACTURER WARRANTIES, IF ANY. PAAPE, ITSELF, MAKES NO WARRANTIES AS TO ANY GOODS, PRODUCTS, OR SERVICES, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM THE COURSE OF DEALINGS OR USAGE OF TRADE.

Purchaser: _____

Signature: _____

Name & Title: _____

Date: _____

Paape is committed to equal employment opportunities and is an affirmative action employer.

