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License # ELITEMS796R2

City of Tenino
149 Hodgden Street South
Tenino, WA 98589

QUOTE NO. 1954

Quote Name: Controls
Site Contact: Josh Taylor
Site: Tenino AG Park North
Site Address: 16402 Old Hwy 99 SE
Tenino, WA 98589
Quote Expiration: 11/07/2024

This Quote is subject to the Terms and Conditions that accompany this Quote. If Purchaser instructs Contractor to proceed or indicates acceptance of this Quote, Purchaser and Contractor shall be deemed to have agreed to the Quote and the Terms and Conditions ("Agreement").

SCOPE OF WORK:

Furnish and Install New:

- Cable for:
 - Kitchen hood
 - KEF-1 & KEF-2
 - SF-1
- Terminate at equipment
- Controller in IT room
- Interlock DOAS 1&2 with SF-1
- Interlock KEF 1&2 with hood and ANSEL system
- Start and test
- Owner training

Exclusions:

- Any work not listed above
- Washington State Sales Tax
- Any additional repairs found during the above work
- Any off hours work (OT or DT)
- Kitchen hood scope by others



Features & Benefits:

- MWBE Certified- Certification Number: M1F0027854
- DBE Certified- Certification Number: D1M0027854

Warranty:

- 1 Year parts and labor

Total ex Tax

\$17,620.00

Please contact us if you have any questions regarding this quote.



TERMS AND CONDITIONS

By agreeing to the Quote on page one ("Quote"), Purchaser agrees that the Quote and the following terms and conditions constitute an Agreement ("Agreement") between Purchaser and ELITE MECHANICAL SERVICES LLC, a Washington limited liability company("Contractor"):

SCOPE OF WORK. Contractor shall perform the work and provide the materials described on the "Scope of Work" of the Quote for the cost listed as the "Total" on the Quote ("Cost") and on the timeline provided in the Quote. The Cost is based upon straight time, labor, and materials only. Purchaser shall not charge Contractor for any costs or expenses without Contractor's prior written consent.

INVOICING & PAYMENTS. Invoices must be paid within thirty (30) days of the date of the invoice. Purchaser must pay an additional late fee of three percent (3%) per month if timely payment is not made.

MATERIALS. If the materials or equipment included in this Quote become temporarily or permanently unavailable for reasons beyond the control of Contractor, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Contractor shall: (a) be excused from furnishing said materials or equipment; and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.

WARRANTY. ALL IMPLIED WARRANTIES ARE HEREBY DISCLAIMED AND WAIVED BY PURCHASER. All materials, parts, and equipment are only warranted by the manufacturers or suppliers as provided for by manufacturers or suppliers in writing. Contractor warrants the labor performed by Contractor for thirty (30) days or as otherwise indicated in writing. Contractor makes no other warranties, express or implied, except for those specifically set forth in this Contract and its agents or technicians are not authorized to make any such warranties on behalf of Contractor.

LIABILITY. Contractor shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the materials or work performed pursuant to this Agreement.

TAXES. The price quoted on the Quote does not include duties, sales, use, excise, or other taxes("Taxes") unless otherwise indicated. Purchaser shall pay all taxes, in addition to the stated price or, alternatively, shall provide Contractor with acceptable tax exemption certificates.

FORCE MAJEURE. Contractor shall not be liable for any failure or omission in the performance of any provision of this Agreement, if such failure is caused by or shall arise directly or indirectly, from acts of God, loss of power, pandemics, epidemics, government orders, legislation, or regulations, embargoes, fire, storm, floods, strikes, labor trouble, wars, riots, failure of carriers or suppliers to transport or furnish materials or other contingencies beyond reasonable control of the Contractor. The time for performance so affected or delayed will be deemed extended for the period of such delay.

COMPLIANCE WITH LAWS. Contractor shall comply with all applicable laws and shall obtain all temporary licenses and permits required for completion of the work unless otherwise stated in the Quote. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

ATTORNEYS' FEES. If either party retains legal counsel to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including those relating to alternative dispute resolution processes, litigation, or an appeal.

APPLICABLE LAW/VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County, Washington.

INSURANCE. Insurance coverage, in excess of Contractor's standard limits, will be furnished when requested and required. No credit will be given or premium paid by Contractor for insurance afforded by others.

INDEMNIFICATION BY PURCHASER. Purchaser shall indemnify, defend, and hold harmless Contractor and Contractor's members, shareholders, owners, officers, directors, employees, agents, affiliates, and representatives from and against all Losses in whatever form and to the fullest extent permitted by law arising out of a breach of this Agreement by the Purchaser.



OCCUPATIONAL SAFETY AND HEALTH. The parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

ENTIRE AGREEMENT. This Agreement is the entire agreement between the parties and supersedes prior statements, whether oral or written.

AMENDMENTS. No changes, modifications, or amendments of this Agreement shall be valid unless evidenced in writing and signed by the parties. However, directions from Purchaser by text message, email or voice mail indicating that Contract should proceed with a course of action may be relied on by Contractor as authority to proceed.

TERMINATION. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. If products or services provided or purchased prior to the termination of the agreement the Purchaser shall be responsible for the costs Contractor incurred. For maintenance agreement termination see MAINTENANCE CONTRACT below.

CONTRACTOR NOTICE. Contractor is a licensed and bonded contractor in the state of Washington, under License number #ELITEMS796R2. The parties intend that an independent contractor relationship will be created by this Agreement. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

ASSIGNMENT. Neither Purchaser nor Contractor may assign its rights under this Agreement without the prior written consent of the other party.

SEVERABILITY. If any term of condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

MAINTENANCE CONTRACT. Maintenance will auto renew with a 3% annual increase up to 3 years. Contract can be terminated with 90 day written notice from annual renewal date in order for termination of the agreement at the anniversary date.

I have read and understand the terms provided and I hereby agree to the terms set forth in this agreement.

Client:

Signature: _____

Name: _____

Date: _____

Contractor:

Signature: _____

Name: _____

Date: _____