



The Experience You Deserve

TUSTIN ENERGY SOLUTIONS

PROJECT PROPOSAL

Proposal Date:

April 11, 2019

Proposal Number:

TES19109

Prepared for:

Adam Colopy
Tidewater, Inc.
3761 Attucks Drive

Powell OH 43065

TOMORROW'S SOLUTIONS for TODAY'S BUILDINGS

Prepared by:

Dominic Bostardi
610.539.8200

CORPORATE HEADQUARTERS:

2555 INDUSTRY LANE ~ NORRISTOWN, PA 19403 ~ 610.539.8200 ~ 610.539.2890 fax

The Experience You Deserve

PROJECT and REPAIR ESTIMATE FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
April 11, 2019	TES19109	

BY and BETWEEN:

Tustin Energy Solutions 2555 Industry Lane Norristown PA 19403 hereinafter CONTRACTOR

AND

Tidewater, Inc. 3761 Attucks Drive Powell OH 43065 hereinafter CUSTOMER

Location of Work:

DE002 - 1137 Savannah Road, Lewes, DE 19958

Scope of Work:

- Existing BAS is inaccessible; provide (1) day to access and troubleshoot existing system
- Provide comprehensive report to End User identifying any/all BAS deficiencies

Exclusions:

- Premium time
- Controls of any kind
- Testing and balancing
- Commissioning of any kind

Breakdown:

Time: \$2,400.00 [16 hours @ \$150/hour]
Materials: NA
Vehicle charge: \$48.00
Sales tax: \$146.88

Total Price for Estimate NTE: **\$2,594.88**

CONTRACTOR

Signature (Sales Representative) Dominic Bostardi

Approved for Contractor:

Signature

Name & Title

Date

CUSTOMER

Signature (Authorized Representative)

Name (Print/Type)

Title

Date

The Experience You Deserve

PROJECT AGREEMENT TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect.
3. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement amount shall become due and payable immediately upon demand.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated of on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
6. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
7. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
8. Contractor shall not be liable for any delay, loss, damage, or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts' civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, damages, losses, and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
10. Customer shall make available to Contractor's personal all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
12. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.