



Jackson & Foster

HEATING & AIR CONDITIONING

A Division of Dan Foster, Inc. www.jacksonfoster.com

Lic. # 788983 7574 University Avenue, La Mesa CA 91942 P: (619) 667-4328 F: (619) 698-6217

Proposal Date	Proposal Number	Agreement Number	Page
02-07-2022			1 of 3

JACKSON & FOSTER		Literacy First Charter School
7574 University Ave.	And	1012 East Bradley Ave.
La Mesa, California 91941		El Cajon, California 92021

SCOPE OF WORK:

- Dismantle and removal of existing four (4) Heat Pump systems.
- Install four (4) **GOODMAN ASPT49D14A** 4 Ton Air Handler, Single stage with ECM blower motor.
- Install four (4) **GOODMAN GSZ140481** 4 ton Heat Pump, Single Stage Condenser, 14 SEER,
- Install four (4) **Honeywell T6** thermostats.
- Install four (4) new secondary drain pans with water sensors.
- Flush and reconnect to existing refrigerant lines and drainage lines.
- Reconnect to existing high voltage electrical services.
- Reconnect to existing return and supply plenums and ducting.
- Seal all attachments points.
- Remove all trash and debris directly related to installation.
- Test for proper operation.
- All crane fees.

As a condition of performance, payments are to be made on a progress Basis. Invoice payment must be made within ten (10) days of receipt. Any alteration or deviation from the above proposal involving extra cost of material or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by customer and approval by an officer of the Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto on the reverse hereof, and no person has authority to make any claim, representation, promises or condition on behalf of the Contractor which is not expressed herein.

Contractor

Allen Denson

Operations Manager

Title

Date

Customer

By

Signature

Date



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SUPPLEMENT TO PROJECT AGREEMENT PAGE 1 PROJECT AGREEMENT FOR ENVIROMENTAL SYSTEMS

Date	Proposal Number	Agreement Number	Page
02-07-2022			2 of 3

CONTRACTOR WILL PROVIDE THE FOLLOWING TO CUSTOMER (continued):

PRICE OF PROJECT: \$38,862.76

Payable: \$38,862.76 in full upon completion of installation.

Goodman Manufacture Warranty:

01 years labor

10 years parts

Additional services

- Install four (4) **Nu-Calgon iWave-R** Self-Cleaning Bi-Polar Ionization air sanitizer and odor eliminator. – **\$4,228 21 total.**
() Initial to add.
- California Title 24 HERS and all local permits – **\$4,600.00 total.**
() Initial to add.

-----SIGNATURE

Date	Proposal Number	Agreement Number	Page
02-07-22			3 of 3

TERMS AND CONDITIONS

1. 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 then in effect.
2. 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 Contractor's normal working hours.
3. Customer will promptly pay invoices within ten (10) 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, and the entire 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 material or labor will become an extra charge (fixed-price amount to be negotiated or 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 under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
7. Any legal action 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 agents 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 any 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 personnel 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 any asbestos products or other hazardous substances. In the event such products or substances are encountered, Contractor's sole obligation will be to notify the Owner of the existence of such products and materials. Contractor shall have the right thereafter to suspend its work until such products 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.
13. Included in this agreement, if applicable, is the cost to recover and recycle the refrigerant in the equipment listed in this proposal, in compliance with the Clean Air Act of 1990. Jackson & Foster will comply with regulations that prohibit intentional venting of Hydrochlorofluorocarbons (HCFC's) and Chlorofluorocarbons (CFC's) which take effect July 1, 1992.

Please note: failure to comply by building owners, property managers, tenants, and service contractors can result in fines up to \$25,000.00 per occurrence.

-----SIGNATURE