

HMC Service Company

PLUMBING HVAC REFRIGERATION TEMPERATURE CONTROLS BUILDING MANAGEMENT 6909 Enterprise Drive • Louisville, Kentucky 40214-4398 • (502) 375-0440 • Fax (502) 375-0128

SERVICE PROPOSAL

November 19, 2024

Quote# 24-3058

Heather Rivera Anchorage Public School 11400 Ridge Rd Anchorage, KY 40223

Replace Gym Louvers, Actuators, and Rework Steel Screens

Dear Heather,

HMC Service Company would like to present the following proposal:

Scope of Work:

- Fab new steel extensions for customer supplied louver screens
- Weld new extensions on and clean up site
- Customer to have screens painted before install
- Set up boom lift and unwire actuators inside fans
- Remove existing louvers and prep surface for new louvers
- Mount new louvers and wire in new actuators
- Seal around both louvers and verify water tight
- Install customer supplied screens over louvers for protection
- Verify operation of actuators with fan
- Clean up site and get boom lift taken back
- Louvers have a 7-8 week lead time

Quote:

HMC Service will perform the above scope of work for the sum of: \$19,698

Exclusions:

- Labor and materials not specified in the quote, concrete work, structural or cosmetic repairs.
- Unforeseen obstacles concealed by walls, ceilings or underground.
- Any valves that do not turn on or off. Any plumbing fixtures, faucets or water supplied equipment.
- Any rock removal or loose concrete.
- Cost of material is subject to change due to shortages and demand.



PLUMBING HVAC REFRIGERATION TEMPERATURE CONTROLS BUILDING MANAGEMENT

HMC Service Company

6909 Enterprise Drive • Louisville, Kentucky 40214-4398 • (502) 375-0440 • Fax (502) 375-0128

Conditions:

- This proposal is based upon all work being performed during normal working hours, Monday Friday 8:00 am 4:30 pm.
- Overtime or double time is not included in this proposal.
- This proposal is subject to revision if not accepted within 30 days.

To indicate your acceptance of this proposal, please sign below and return to me with a Purchase Order if required.

Please feel free to call me direct at (502) 424-4402 should you have any questions. Thank for the opportunity to be your service provider.

Submitted by:

Tyler Lambert

Project Manager/Estimator HMC Service Company c: (502) 424-4402 e: LambertT@hmcservice.com Accepted by:

Signature

Title

TERMS AND CONDITIONS

All goods and services furnished by the HMC Service Company ("Supplier") are governed by these standard terms and conditions, and every agreement or other undertaking by Supplier is expressly conditioned on assent hereto by the buyer and any end-user with whom Supplier undertakes to deal, of Supplier's goods and services ("Customer"). These standard terms and conditions supersede all inconsistent printed terms submitted by Customer prior to Supplier's order acknowledgement. They may be varied only by a typed or legibly handwritten notation on the face of Supplier's quotation or order acknowledgement, Customer's purchase order form or similar documents. Product and sales policy sheets and the like published from time to time by Supplier shall supplement but not supersede these standard terms and conditions. SUPPLIER IS NOT BOUND TO FURNISH ITS GOODS OR SERVICES EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACKNOWLEDGEMENT, FIRM QUOTATION, OR OTHER SIMILAR DOCUMENT ISSUED OVER THE SIGNATURE OF AN AUTHORIZED EMPLOYEE OF SUPPLIER. SUPPLIER'S REPRESENTATIVES, DISTRIBUTORS, DEALERS, AND OTHER NON-EMPLOYEES HAVE NO AUTHORITY TO BIND SUPPLIER.

- 1. **Price/Delivery Terms.** Unless otherwise provided on Supplier's order acknowledgement, price and delivery terms are FOB Supplier's plant and do not include sales, use or other taxes. Supplier may, at its option, make partial shipments and invoice for same.
- 2. Payment/Credit/Security. Payment terms for buyers with a credit standing deemed adequate by Supplier are net 30 days from date of invoice. Supplier shall be entitled to charge interest thereafter at a rate permitted by law but in no event to exceed 1-1/2% per month. Whenever Supplier in good faith deems itself insecure, Supplier may cancel any outstanding contracts with Customer; revoke its extension of credit to Customer; reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by Supplier to Customer; and take any other steps necessary or desirable to secure Supplier with respect to Customer's payment for goods and services furnished or to be furnished by Supplier.

In the event Customer for any reason withholds payment of any amount due Supplier, Supplier may declare itself insecure and suspend further shipment to Customer until Customer places the withheld amount in escrow and gives adequate security for further shipment or until Customer satisfies Supplier that Customer was entitled to withhold such amount. Supplier shall be entitled to recover from customer all costs, including reasonable attorney's fees, incurred by Supplier in connection with the collection of any amount due Supplier.

- 3. Cancellation by Customer. (a) Except as provided in sub-paragraph (b) below, Customer's wrongful non-acceptance or repudiation of a contract to purchase Supplier's goods or services shall entitle Supplier to recover the price or, where an action for the price is not permitted by law, damages, as provided by law, including Supplier's lost profits. In this connection, all goods purchased, and all services furnished by Supplier in complete or partial fulfillment of a special order from Customer shall be deemed identified to the contract between Supplier and Customer. (b) Customer's wrongful non-acceptance or repudiation of a contract to purchase from Supplier generally carries in inventory as stock items (or which are otherwise readily re-saleable by Supplier at a reasonable price) shall entitle Supplier to recover damages, as provided by law, including Supplier's lost profits.
- 4. Warranty. Supplier warrants that all new and unused goods furnished by Supplier are free from defect in workmanship and material as of the time and place of delivery by Supplier. Except for goods and services furnished by Supplier through its employees arising out of orders solicited by Supplier's Representatives and duly accepted by Supplier. Supplier does *not* warrant, and shall *not* be liable for, the quality of any goods or services furnished or to be furnished by representatives, distributors, dealers or other non-employees of Supplier.

As a matter of general warranty policy, Supplier honors an original buyer's warranty claim in the event of failure, within 12 months from the date of delivery by Supplier, of warranted equipment which has been installed and operated under normal conditions and in accordance with generally accepted industry practices. Supplier warrants labor as follows: Planned Maintenance Contracts – 90 days from date performed; Renovation of Energy Retrofit Contracts – 90 days from completion of contract; Spot Service – 30 days from date performed. This general warranty policy may be expanded or limited for particular categories of products or customers by information sheets published by Supplier from time to time.

The express warranties provided above are in lieu of all other warranties, express or implied. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES ARE EXCLUDED WITH RESPECT TO ANY AND ALL GOODS AND SERVICES FURNISHED SUPPLIER.

In the case of Supplier's breach of warranty or any other duty with respect to the quality of any goods, the sole and exclusive remedies therefore shall be, at Supplier's option (1) repair, (2) replacement, or (3) payment of or credit for the purchase price (less reasonable depreciation based upon actual use) upon return of the non-conforming goods or parts.

- 5. Force Majeure. Supplier and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Supplier impractical: strikes, riots, fires, war, late or non-delivery by suppliers to Supplier, and all other contingencies beyond the reasonable control of Supplier.
- 6. No Consequential Damages. Under no circumstances shall Supplier be liable for any special or consequential damages whether based upon lost goodwill, lost resale profits, work stoppage, and impairment of other goods or otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability.
- 7. Governing Law. The law of the State of Kentucky shall govern all transactions to which these standard terms and conditions apply.
- 8. Pricing: At the time of equipment/material order if pricing from the supplier has increased, we reserve the right to adjust our proposal pricing
- 9. Equipment/material lead time will be updated upon receipt of purchase order.

Proposal

Page_1__ of _1___

JULIUS SCHNURR & SONS, INC.

820 Logan Street Louisville, Kentucky 40204 Phone 502-585-2967 Fax 502-561-8589

| Proposal Submitted To: Anchorage Public School | Phone 245-2121 Date; February 6, 2025 |
|--|--|
| Street: 11400 Ridge Road | Job Name : Large Gym |
| City, State & Zip; Louisville Ky 40223 | Job Location: |
| Architect: Date of Plans: | Job Phone: |
| We hereby submitt specifications and estimates for | |
| Large Gym - Supply labor, material and scaffolding to : Cover as necessary and erect scaffolding. Repair and refinish two upper wall panels approximately 19 x 10. Repair eleven addition holes in remaing E.I.F.S system on same wall ready for paint. | |
| | |
| | |
| | |
| | |
| | |
| | |
| መደ ආመንቋደ hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: | |
| Fourteen Thousand Three Hundred Sixty \$ 14,360.00 | |
| Payment to be made as follows: | |
| Paid within ten days of billing. | |
| | |
| All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. | Authorized Signature: John S. Schnurr Note: This proposal may be withdrawn by us if not accepted within 60 days |
| Acceptance of Proposal | |
| The above prices, specifications and conditions are satisfactory and are herby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. | Signature: |
| Date of Acceptance: | Signature: |



Tyler Lambert Project Manager/Estimator Cell: (502) 424-4402 lambertt@hmcservice.com

HMC Service Company

PLUMBING HVAC REFRIGERATION TEMPERATURE CONTROLS BUILDING MANAGEMENT 6909 Enterprise Drive • Louisville, Kentucky 40214-4398 • (502) 375-0440 • Fax (502) 375-0128

TECHNICAL SERVICE PROPOSAL

November 7th, 2024

Quote# 24-2228R

Heather Rivera Anchorage Public School 11400 Ridge Rd Anchorage, KY

Install Multi Zone Ductless Spilt System for Dry Storage and Science Storage Rm.

Dear Heather Rivera,

HMC Service Company would like to present the following proposal:

Scope of Work:

- Shut down unit and lock out
- Recover refrigerant per EPA regulations
- Demo hanging material from existing unit
- Lay out and set new indoor units in both rooms
- Run new line sets, communication wire, and drains outside
- Mount remote controllers in space
- Set new outdoor unit on existing pad
- Rework existing electric
- Pressure test system and pull a vacuum
- Start up units and verify operation

Quote:

HMC Service will perform the above scope of work for the sum of: \$13,250

Exclusions:

- Labor and materials not specified in the quote, concrete work, structural or cosmetic repairs.
- Unforeseen obstacles concealed by walls, ceilings or underground.
- Any valves that do not turn on or off. Any plumbing fixtures, faucets or water supplied equipment.
- Any rock removal or loose concrete.
- Cost of material is subject to change due to shortages and demand.



Tyler Lambert Project Manager/Estimator Cell: (502) 424-4402 lambertt@hmcservice.com

PLUMBING HVAC REFRIGERATION TEMPERATURE CONTROLS BUILDING MANAGEMENT 6909 Enterprise Drive • Louisville, Kentucky 40214-4398 • (502) 375-0440 • Fax (502) 375-0128

Conditions:

- This proposal is based upon all work being performed during normal working hours, Monday Friday 8:00 am 4:30 pm.
- Overtime or double time is not included in this proposal.

HMC Service Company

• This proposal is subject to revision if not accepted within 30 days.

To indicate your acceptance of this proposal, please sign below and return to me with a Purchase Order if required.

Please feel free to call me direct at (502) 424-4402 should you have any questions. Thank for the opportunity to be your service provider.

Submitted by:

Accepted by:

Tyler Lambert

HMC Service Company

Signature

Title



HMC Service Company

PLUMBING HVAC REFRIGERATION TEMPERATURE CONTROLS BUILDING MANAGEMENT

6909 Enterprise Drive • Louisville, Kentucky 40214-4398 • (502) 375-0440 • Fax (502) 375-0128

TERMS AND CONDITIONS

All goods and services furnished by the HMC Service Company ("Supplier") are governed by these standard terms and conditions, and every agreement or other undertaking by Supplier is expressly conditioned on assent hereto by the buyer and any end-user with whom Supplier undertakes to deal, of Supplier's goods and services ("Customer"). These standard terms and conditions supersede all inconsistent printed terms submitted by Customer prior to Supplier's order acknowledgement. They may be varied only by a typed or legibly handwritten notation on the face of Supplier's quotation or order acknowledgement, Customer's purchase order form or similar documents. Product and sales policy sheets and the like published from time to time by Supplier shall supplement but not supersede these standard terms and conditions. SUPPLIER IS NOT BOUND TO FURNISH ITS GOODS OR SERVICES EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACKNOWLEDGEMENT, FIRM QUOTATION, OR OTHER SIMILAR DOCUMENT ISSUED OVER THE SIGNATURE OF AN AUTHORIZED EMPLOYEE OF SUPPLIER. SUPPLIER'S REPRESENTATIVES, DISTRIBUTORS, DEALERS, AND OTHER NON-EMPLOYEES HAVE NO AUTHORITY TO BIND SUPPLIER.

- 1. **Price/Delivery Terms.** Unless otherwise provided on Supplier's order acknowledgement, price and delivery terms are FOB Supplier's plant and do not include sales, use or other taxes. Supplier may, at its option, make partial shipments and invoice for same.
- 2. Payment/Credit/Security. Payment terms for buyers with a credit standing deemed adequate by Supplier are net 30 days from date of invoice. Supplier shall be entitled to charge interest thereafter at a rate permitted by law but in no event to exceed 1-1/2% per month. Whenever Supplier in good faith deems itself insecure, Supplier may cancel any outstanding contracts with Customer; revoke its extension of credit to Customer; reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by Supplier to Customer; and take any other steps necessary or desirable to secure Supplier with respect to Customer's payment for goods and services furnished or to be furnished by Supplier.

In the event Customer for any reason withholds payment of any amount due Supplier, Supplier may declare itself insecure and suspend further shipment to Customer until Customer places the withheld amount in escrow and gives adequate security for further shipment or until Customer satisfies Supplier that Customer was entitled to withhold such amount. Supplier shall be entitled to recover from customer all costs, including reasonable attorney's fees, incurred by Supplier in connection with the collection of any amount due Supplier.

- 3. Cancellation by Customer. (a) Except as provided in sub-paragraph (b) below, Customer's wrongful non-acceptance or repudiation of a contract to purchase Supplier's goods or services shall entitle Supplier to recover the price or, where an action for the price is not permitted by law, damages, as provided by law, including Supplier's lost profits. In this connection, all goods purchased, and all services furnished by Supplier in complete or partial fulfillment of a special order from Customer shall be deemed identified to the contract between Supplier and Customer. (b) Customer's wrongful non-acceptance or repudiation of a contract to purchase from Supplier goods which Supplier generally carries in inventory as stock items (or which are otherwise readily re-saleable by Supplier at a reasonable price) shall entitle Supplier to recover damages, as provided by law, including Supplier's lost profits.
- 4. Warranty. Supplier warrants that all new and unused goods furnished by Supplier are free from defect in workmanship and material as of the time and place of delivery by Supplier. Except for goods and services furnished by Supplier through its employees arising out of orders solicited by Supplier's Representatives and duly accepted by Supplier. Supplier does *not* warrant, and shall *not* be liable for, the quality of any goods or services furnished or to be furnished by representatives, distributors, dealers or other non-employees of Supplier.

As a matter of general warranty policy, Supplier honors an original buyer's warranty claim in the event of failure, within 12 months from the date of delivery by Supplier, of warranted equipment which has been installed and operated under normal conditions and in accordance with generally accepted industry practices. Supplier warrants labor as follows: Planned Maintenance Contracts – 90 days from date performed; Renovation of Energy Retrofit Contracts – 90 days from completion of contract; Spot Service – 30 days from date performed. This general warranty policy may be expanded or limited for particular categories of products or customers by information sheets published by Supplier from time to time.

The express warranties provided above are in lieu of all other warranties, express or implied. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES ARE EXCLUDED WITH RESPECT TO ANY AND ALL GOODS AND SERVICES FURNISHED SUPPLIER.

In the case of Supplier's breach of warranty or any other duty with respect to the quality of any goods, the sole and exclusive remedies therefore shall be, at Supplier's option (1) repair, (2) replacement, or (3) payment of or credit for the purchase price (less reasonable depreciation based upon actual use) upon return of the non-conforming goods or parts.

- 5. **Force Majeure.** Supplier and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Supplier impractical: strikes, riots, fires, war, late or non-delivery by suppliers to Supplier, and all other contingencies beyond the reasonable control of Supplier.
- 6. **No Consequential Damages.** Under no circumstances shall Supplier be liable for any special or consequential damages whether based upon lost goodwill, lost resale profits, work stoppage, and impairment of other goods or otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability.
- 7. Governing Law. The law of the State of Kentucky shall govern all transactions to which these standard terms and conditions apply.
- 8. Pricing: At the time of equipment/material order if pricing from the supplier has increased, we reserve the right to adjust our proposal pricing
- 9. Equipment/material lead time will be updated upon receipt of purchase order.