

Symbiont Service Corp.

Go Green • Go GeoThermal

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GeoThermalFlorida.com • Info@SymbiontService.com

Pool Heating • Air Conditioning

"One Company, One Call, Complete Comfort!"



POOL/SPA HEATING/COOLING PROPOSAL

Lic #: CAC035549 • EC0002946
CBC1258380 • CPC1456477

Proposal Submitted To:

Gifford Aquatic Center
4895 43rd Avenue
Vero Beach, Florida 32968

772-770-5312

Job Name:

Date: **August 16, 2017**

Gifford Aquatic Center
Same

We hereby submit specifications and estimates for:

Replace All PHH165s with new PH-090-TT Symbiont Pool Heaters:

6 Symbiont Model PH-090-TT-RV GeoThermal Pool Heat/Cool Units

TT = titanium condenser and evaporator heat exchangers

Source Water: From existing well, pump & piping

Equipment rack

Electric: Wire heaters from existing heater and pool
equipment panels, including breaker modifications

Complete* installation

\$ 52,561.00

* Local permits additional as required.

Manufacturer's Limited Warranty:

One year Symbiont Service Corp. all parts and labor on the installation.

Five year manufacturer's labor on the new Symbiont units.

Seven year manufacturer's all parts only on the new Symbiont units.

Lifetime parts on titanium tube portion of the condenser and evaporator heat exchangers.

All work done to code. All current discounts and promotions have been applied.

The labor, material and equipment required for this job will be furnished by Symbiont Service Corporation ("Symbiont") for a total of:

Fifty-two thousand five hundred sixty-one dollars and no/100 ----- \$52,561.00

\$15,768.00 Deposit With Order - Balance Upon Completion

Any alteration or deviation from the above scope of work involving extra costs will become an extra charge in addition to the quoted price based on time and materials pricing. Our workers are fully covered by Workmen's Compensation insurance. This contract consists of this proposal as well as the terms and conditions, all documents and exhibits referenced therein and the Limited Workmanship Warranty, all of which are hereby incorporated by reference. This proposal will be subject to withdrawal if not accepted within 30 days. Please make checks payable to "Symbiont Service Corporation".

I HAVE READ AND UNDERSTAND THIS PROPOSAL, THE TERMS AND CONDITIONS AND ALL DOCUMENTS AND EXHIBITS REFERENCED THEREIN AND AGREE TO BE BOUND BY THEIR TERMS.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. Symbiont is authorized to do the work as specified. By signing below, Customer acknowledges that Customer is the owner of the property where work is to be performed.

Customer: _____
(print name)

Signature: _____

Date: _____

Respectfully submitted,
SYMBIONT SERVICE CORPORATION

By:  _____

TERMS AND CONDITIONS

1. This proposal is subject to change without notice and is automatically withdrawn on the 30th day following its date of issue if not accepted in writing and a copy of this proposal returned to **Symbiont Service Corporation** ("Contractor"). If Customer cancels the Agreement prior to the start of work, Customer shall be liable for 10% of the total Agreement price as liquidated damages, because Contractor is unable to accurately measure its damages for the cancellation of the Agreement. Customer and Contractor agree that this amount is not a penalty. Contractor reserves the right to withdraw this proposal at any time prior to its acceptance or cancel this Agreement prior to the start of the work to be performed in the event the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error. As used in this Agreement, (a) the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days and (c) singular words include plural and vice versa. Customer shall allow Contractor to post its sign and advertise at the project location during construction.
2. Customer agrees to provide Contractor with adequate access to electricity and other utilities as needed, the work site, and the work area adjacent to the structure. Contractor is not liable and Customer is solely liable for work installed by any person other than Contractor, unless otherwise specified by Contractor in this Agreement.
3. Contractor will not perform service, warranty and/or punch list work if Customer fails to timely pay Contractor, and Contractor may cease all work or terminate the Agreement if Customer fails to timely pay Contractor. Contractor customarily requires a deposit of 30% upon acceptance of the proposal. Customer agrees to pay interest of 1 1/2 % per month (ANNUAL PERCENTAGE RATE OF 18%), unless otherwise required by law, on the balance of any unpaid amounts. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices.
4. Should concealed or unknown conditions be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Agreement price shall be equitably adjusted upon notice thereof from the Contractor to the Customer. Contractor will submit written documentation of the increased charges to the Customer.
5. In the event that Federal, state, county, or municipal codes, regulations or permitting authorities require work not expressly set forth in this Agreement or differ materially from that generally recognized as inherent in work provided for in this Agreement, Customer shall pay for all extra costs incurred by Contractor in addition to the contract price.
6. Contractor is not responsible for any damage to private or public unmarked underground lines, or repairs of landscape, painted or finished surfaces.
7. For and in consideration of \$10 given by Contractor to Customer and already reflected in the Agreement price, the Customer shall defend, indemnify, and hold the Contractor, its officers, directors, agents, and employees (individually "indemnitee," collectively, the "indemnitees") harmless from and against any and all claims, demands, losses, damages, liabilities, expenses, or costs, including reasonable attorney's fees, costs and expenses of investigation, penalties, interest and amounts paid in settlement (collectively "Losses") incurred or to be incurred by Contractor, arising out of, relating to, or resulting from (1) personal injury, (2) wrongful death, or (3) property damages; including claims for those damages caused partly or wholly as a result of the negligence or wrongful acts of any of the indemnitees if the damages claimed relate to or arise out of, or are connected with the Agreement or the actions necessary to perform same. The Customer's duty under this provision is limited to a total of ONE MILLION AND NO/100 (\$1,000,000) DOLLARS for all damages, including costs and attorney's fees per occurrence for any single claim or suit. The parties also agree that this provision satisfies the requirements of Florida Statute §725.06 so that the indemnification provisions are valid and binding upon Customer.
8. This Agreement shall be governed by the laws of the State of Florida. Venue of any dispute arising out of this Agreement shall be in the county where the work is being performed, unless the parties hereto mutually agree otherwise. Should Contractor employ an attorney to institute litigation or arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising out of or related to this Agreement, the Prevailing Party shall be entitled to recover all of its attorney's fees, costs and expenses incurred therein, including attorney's fees, costs, and expenses incurred at mediation, administrative, appellate or bankruptcy proceedings.
9. **WAIVER OF JURY TRIAL. THE PARTIES KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.**
10. Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranties provided by Contractor shall be deemed null and void if Customer fails to adhere to the payment terms. All warranties are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory.
11. In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, or indirect damages, including loss of use, loss of profits, or actions by third parties.
12. Unless otherwise specified, there is no specific completion date. However, Contractor will perform the work hereunder within a reasonable time and in a workmanlike manner. Contractor shall not be liable for any damages, and Customer waives all damages associated with delays in the completion of the work due to permitting or inspection issues, delays in obtaining materials or the transportation of materials, or delays caused by Customer or any person other than Contractor. Payment to Contractor is an absolute and independent obligation, and Customer shall not withhold any part of the Agreement amount for which payment is due under the Agreement as retainage or on account of alleged charge backs or set offs unless previously authorized by Contractor in writing. The total Agreement price, including the charges for changes/extras, shall be payable to Contractor in accordance with the agreed upon terms.
13. Contractor shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, accidents, civil disturbances, fires, weather conditions, strikes, war or other causes beyond Contractor's reasonable control. It is understood that the Customer maintains all necessary insurances for the property.
14. It is Customer's duty to notify Contractor in writing within 7 days of the occurrence of any claim, defect, default or deficiency arising out of work, services or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims. Upon notification, Customer shall provide Contractor with a reasonable time of not less than 10 business days to cure or correct the Occurrence before terminating the Agreement, hiring a replacement contractor or taking any adverse or legal action against Contractor. Under this agreement, notice is proper if served on an officer of Symbiont and an officer of Customer or Customer individually.
15. The actual start-up and balance of the equipment will be completed upon satisfactorily passing all permitting inspections and completion of electrical supply provided by the power company. **Your final payment is due the day of equipment start-up.** Any additional charges for permits may be billed to you separately.
16. Within a week of completion and start-up a Symbiont Service representative will perform a walk through inspection with your Management and/or Maintenance staff to verify that your new System is in working order, and to answer any questions or concerns that you may have. If needed, we will also create a punch list of items needing correction which will be signed by the parties, and will include an estimated completion date for each item. The existence of a punch list does not and shall not constitute a basis for delaying any payment including final payment if all other conditions for final payment have been satisfied. Customer acknowledges that the punch list is to include only those items that are required pursuant to the contract, but which have yet to be completed at the time of the walk through inspection. Only one punch list shall be prepared for the Project. Extra or additional work that is outside the terms of the written contract will not be considered punch list items.
17. Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. This Agreement incorporates the documents entitled "Limited Workmanship Warranty" and "Statutory Warnings." Customer acknowledges that it has read/agreed to all incorporated documents and exhibits.