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## BY AND BETWEEN

Tolin Mechanical Systems Company  
573 Adams Avenue, Suites A & B  
Silverthorne, Colorado 80498  
(Hereinafter referred to as "Tolin")

Torian Plum Condominium Association  
1855 Ski Time Square Dr.  
Steamboat Springs, CO 80487  
(Hereinafter referred to as "Customer")

**PROJECT LOCATION:** 1855 SKI TIME SQUARE DR, STEAMBOAT SPRINGS, CO 80487

**PROJECT DESCRIPTION:** MECHANICAL ROOM EXHAUST FAN *UPDATED PRICING*

We are pleased to offer our UPDATED proposal to provide all labor, materials, equipment, permit and tax to install one (1) exhaust fan and one (1) unit heater in the mechanical room at the Torian Plum.

### OUR BASE PROPOSAL INCLUDES THE FOLLOWING:

1. Provide and install one (1) new Greenheck Model CUBE up blast roof exhaust fan with UL 7055 listing, 14' high insulated curb and gravity backdraft damper on the roof of the mechanical room building on the opposite end from the outside air damper/louver. Seal roofing around new fan.
2. Reuse the existing humidistat and reconnect it to control the exhaust fan. The exhaust fan will interlock with the outside air louver so that when the fan comes on, the damper will open.
3. Provide and install one (1) new thermostat and wire it to shut down exhaust fan when setpoint is reached.
4. Provide and install one (1) new breaker and conduit and circuitry from panel to one (1) new disconnect on exhaust fan.
5. Mechanical engineering fee to size equipment.
6. Provide one (1) year warranty on the new equipment, materials and installation craftsmanship.

### OUR PROPOSAL EXCLUDES THE FOLLOWING:

1. Providing labor after our normal business hours 7:30 a.m. to 4:30 p.m. Monday through Friday.
2. Providing equipment, materials and labor for work not detailed in this project's scope of work, including:
  - Electrical panels. The power for the new electric unit heater and exhaust fan will be sourced from the existing electrical panel in the room.

**OUR BASE PRICE FOR THIS SCOPE OF WORK IS.....\$10,464.00**

### ADD ALTERNATE #1: INSTALL ONE (1) NEW UNIT HEATER.

1. Provide and install one (1) new Indeeco Model UHR 240-U2100D-DT electric unit heater, 10 kW,

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- 208V/3 phase, mounted high on the wall near the outside air damper/louver.
2. Provide and install one (1) thermostat to control the new unit heater.
  3. Provide and install one (1) new breaker and conduit and circuitry from panel to one (1) new disconnect on heater.

OUR ADD AMOUNT FOR THIS SCOPE OF WORK IS.....\$6,199.00

ACCEPTED (INITIAL) \_\_\_\_\_

DECLINED (INITIAL) \_\_\_\_\_

"This Agreement is the property of Tolin and is provided for the Customer's use only. Tolin guarantees the price stated in this Agreement for thirty (30) days from the proposal date."

**Tolin Mechanical Systems Company**



\_\_\_\_\_  
Bill Felsher

\_\_\_\_\_  
Project Sales Engineer

\_\_\_\_\_  
Title

\_\_\_\_\_  
October 2, 2019

\_\_\_\_\_  
Date

**Torian Plum Condominium Association**

*see attached email from  
Josh Miller dated 10/14/19 w/  
Approval*

\_\_\_\_\_  
Signature or PO#

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

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#### CONTRACT AGREEMENT - TERMS AND CONDITIONS

1. TERMS: IF THIS CONTRACT INVOLVES THE PURCHASE OF MATERIALS AND EQUIPMENT ONLY, THE PURCHASE PRICE SHALL BE PAYABLE AT THE TIME OF DELIVERY OF THE MATERIALS AND/OR EQUIPMENT; IF THIS CONTRACT INVOLVES LABOR OR LABOR AND MATERIALS AND EQUIPMENT, PROGRESS BILLINGS WILL BE SUBMITTED COVERING MATERIALS AND EQUIPMENT DELIVERED TO THE JOB SITE OR STORED IN ACCEPTABLE STORAGE FOR DELIVERY TO THE JOB SITE. THIS PROGRESS BILLING WILL ALSO INCLUDE LABOR WHICH HAS BEEN EXPENDED ON THE JOB OR DIRECTLY CONCERNED WITH THE JOB. THIS PROGRESS BILLING AMOUNT WILL BE DUE TEN DAYS AFTER BILLING DATE. FOR JOBS WHICH REQUIRE RETENTION, A RETENTION AMOUNT OF FIVE PERCENT WILL BE WITHHELD. IT WILL BECOME DUE AND PAYABLE AT THE COMPLETION OF TOLIN'S PORTION OF THE PROJECT.
2. Title to the materials and equipment shall remain with Tolin until the customer has paid the total price in full, and if the customer should fail to make any payment to Tolin as the same becomes due or the customer fails to perform any other obligation under this contract, Tolin may take possession of the materials and equipment and take whatever other action it deems appropriate.
3. Tolin warrants that its labor and installation shall be done in a good and workmanlike manner and shall be free from defects for a period of one year after completion of the installation. Tolin warrants that all equipment and materials furnished will be new unless otherwise specified in this contract, and that Tolin has good title thereto. Tolin does not warrant the quality of the equipment and materials furnished in any respect and the customer's remedy for defects in the equipment and materials shall be against Tolin's suppliers or the manufacturers of the materials and equipment. Tolin will deliver all manufacturers' written warranties to the customer upon completion of installation. UNDER NO CIRCUMSTANCES WILL TOLIN BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFITS, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMERS, TENANTS, OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
4. Once the equipment and materials have been delivered to the job site, the Customer assumes all risk of damage to same, by any cause, except that brought about by the negligence of Tolin and its employees. The customer shall carry All Risk Property Insurance to the full value of the materials and equipment and name Tolin as an Additional Insured to the extent of its interest.  
  
The Customer shall be responsible for purchasing and maintaining such liability insurance as will protect him against claims which may arise from operations under the Contract. The Customer must provide Tolin a Certificate of Insurance providing General Liability and Independent Contractors Liability with minimum limits of \$500,000.00 per occurrence for Bodily Injury and Property Damage.
5. Tolin will maintain General Liability and Workers' Compensation Insurance protecting it against claims which may arise from operations under the contract.
6. Tolin will make delivery or installation, when provided herein, within a reasonable time after this contract is entered into, but it will not be responsible for delays caused by unavailability of machinery, equipment, materials or parts, shipper's delays, strikes, lockouts, restrictions imposed by civil or military authority, priority regulation of some governmental body, insurrection or riot, or any other cause beyond Tolin's control. If a time for performance is stated in this agreement, it shall be deemed to be an estimate only.

If Tolin is required to make some installation under this contract, the customer shall be responsible for putting the premises in a satisfactory condition including furnishing electric power, light, heat, and water so that installation can start promptly and be completed efficiently.

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7. If Tolin shall fail to perform any of its obligations under this contract and fails to perform after the customer gives Tolin ten (10) days written notice of the specific deficiencies, the customer may have someone else complete the performance but Tolin's liability shall be limited to what it reasonably costs the customer to obtain completion of Tolin's obligations under this contract. If Tolin fails to perform any of its obligations under this contract, the customer, at customer's option, and without being required to do so, may cancel this contract by giving Tolin ten (10) days written notice.
8. If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of Tolin or if the Project should be stopped for a period of thirty (30) days by Tolin for the customer's failure to make payment thereon as provided in Paragraph 1, then Tolin may upon seven (7) days written notice to the customer terminate this agreement and immediately recover from the customer payment for all work to date and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.
9. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting or defending the claim as the case might be.
10. The Customer shall not leave any of the equipment or systems furnished or installed by Tolin in operation until the customer has approved and accepted same and paid Tolin the price in full.
11. Any written notice required under this contract may be delivered personally to the other party or mailed as certified mail, return receipt requested, to the other party's address as it appears in this agreement or as given to the other party by written notice during the terms of this contract.
12. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Tolin, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's 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 Tolin.

Initials \_\_\_\_\_

Date \_\_\_\_\_

\* Please Return Initialed Document With Proposal To  
Tolin Mechanical Systems Company  
Fax # (303) 576-9022

## Bill Felsher

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**From:** Josh Miller <jmiller@resortlodgingcompany.com>  
**Sent:** Monday, October 14, 2019 10:16 AM  
**To:** Bill Felsher  
**Cc:** Michael Forthun; Chris Belby; Rodney Hutchinson  
**Subject:** RE: Torian Plum Mechanical Room Ventilation Proposal UPDATED PRICING

Bill,

Please proceed with the ventilation not including the heating for a total of \$10,464.

Josh

Josh Miller  
Director of Operations  
Mobile: 970-846-6367  
Email: [jmiller@resortlodgingcompany.com](mailto:jmiller@resortlodgingcompany.com)



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**From:** Bill Felsher <bfelsher@tolin.com>  
**Sent:** Wednesday, October 2, 2019 2:32 PM  
**To:** Josh Miller <jmiller@resortlodgingcompany.com>  
**Cc:** Michael Forthun <pappy@resortlodgingcompany.com>; Chris Belby <cbelby@tolin.com>; Rodney Hutchinson <rhutchinson@tolin.com>  
**Subject:** Torian Plum Mechanical Room Ventilation Proposal UPDATED PRICING

Josh:

Please see attached proposal for the mechanical room ventilation modifications with updated pricing. Unfortunately we have seen some slight price increases from our suppliers on the equipment which are reflected in the new proposal.

Let me know if you have questions.

Thank you,

**Bill Felsher**

Silverthorne Branch Project Sales Engineer

Office 970.468.1104 ext. 1710  
Cell 970.409.9876

# Tolin Mechanical

Building Efficiency and Sustainability

A Service Logic Company



*please consider the environment before printing this email*