

## **EXHIBIT 3-A**

**To:** Beverly Chaney  
**Phone:** (831)658-5644  
**Email:** [Beverly@mpwmd.net](mailto:Beverly@mpwmd.net)

Dear Ms. Chaney

We're pleased to provide you with our proposal to remove and replace the cooling tower components at your sleepy hollow site. Our cost below is for one (1) tower.

### **Scope of Work:**

- Lock out, tag out (LOTO) all necessary equipment
- Remove Drift eliminators, Fill media and air in-take louvers. Place in disposal bins for removal (Customer shall supply disposal bins)
- Inspect and repair or clean hot water distribution system
- Remove and replace fan motor (Motor shall be provided by customer)
- Install new fill media, Drift eliminators and air in-take louvers
- Double check/confirm proper alignment on driven and driving poullies.
- Start up tower and make adjustments as required.
- Provide writen report of project upon project completion.
- Clean up and remove all project related debris

**Total Project Cost as Described Above ..... \$50,891.00**

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### **What you can expect when accepting a proposal from Creative Cooling Technologies:**

Our mission is to raise the expectations of what our customers can expect from a full service HVAC and cooling tower contractor. Creative Cooling Technologies will accomplish this by providing a high level of quality and workmanship on all of our projects, with good communication between us and our customers. We will also accomplish this with good communication and respect with our employees, our vendors and all of our suppliers, ultimately providing an exceptional experience with all of those that we work with, on a daily basis.

Agreed and Accepted:

**Creative Cooling Technologies**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Francisco Barragan**

**(925)727-1612**

Agreed and Accepted:

**Monterrey Peninsula Water management district.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Purchase Order #: \_\_\_\_\_

Date: \_\_\_\_\_

Notes:

- 1) Proposal cost shall be honored for 30 days from the date on the introduction page of this proposal. Any authorization to proceed beyond that date will be subject to a re-bid process.
- 2) 50% payment shall be paid upon receipt of P.O. for Materials



4712 E. 2ND ST SUITE# 842 LONG BEACH CA 90803

| LIC. # 1028537

## **EXHIBIT 3-A**

### **TERMS AND CONDITIONS**

a.) **Engagement of Services:** Once the customer authorizes work, Creative Cooling Technologies, Inc., is committed to certain "ramp up" expenses both direct and indirect (i.e., specific training, travel, special tools, materials, project management, etc.), which are generally priced into the entire scope of the project. If the project is canceled, delayed, or significantly changed through no fault of Creative Cooling Technologies, Inc., these expenses will be due and payable to Creative Cooling Technologies, Inc., on a pro-rata basis. Any such requests for reimbursement of these expenses will be itemized and defined.

b.) **Changes to Scope of Work:** Creative Cooling Technologies, Inc., will notify the customer if there is a material change to the scope of work that will require Creative Cooling Technologies, Inc., to expend more monies than originally budgeted. The customer agrees to pay Creative Cooling Technologies, Inc., for such expenses plus reasonable profit and overhead if the customer desires to continue under the changed Scope of Work.

c.) **Permits:** If applicable, permits are not included unless specifically noted otherwise. Permits, inspection fees, drawings, etc., will be provided by Creative Cooling Technologies, Inc. at the cost of obtaining them.

d.) **Creative Cooling Technologies, Inc. Employees:** The customer agrees that it shall not hire any employee of Creative Cooling Technologies, Inc., who is currently working on a project for the customer, or any employee of Creative Cooling Technologies, Inc. who has worked on a project for the customer within the last twelve months. The customer further agrees not to hire any former Creative Cooling Technologies, Inc., employee that performed any work on a project for the customer at any time within the prior twelve months. The customer agrees and understands that this provision is necessary so that Creative Cooling Technologies, Inc., can protect its investment of time and money in its employees, as well as any confidential or proprietary information known by its employees.

e.) **Payment Terms:** Standard payment terms are net due in (30) days from invoice date unless stated differently on the front of this proposal. A service charge may be charged on all past due amounts. Charges are computed at the lower of 1.5% per month or the maximum allowed by law. Amounts will be considered past due (30) days after date of invoice. You may avoid a service charge or additional service charges upon payment at any time of the unpaid balance.

f.) **Warranty:** Creative Cooling Technologies, Inc., will warranty all labor and material furnished and installed by Creative Cooling Technologies, Inc., excluding lamps and fuses, on all mechanical service work for (1) year. Creative Cooling Technologies, Inc., will honor the manufacturer's warranty on all other products furnished by Creative Cooling Technologies, Inc. Creative Cooling Technologies, Inc. must be notified of any potential warranty work. The disposition of the work in question will be determined by or its approved affiliate. Any alleged warranty work done by others will not be paid for by Creative Cooling Technologies, Inc.

g.) **Indemnity:** The customer agrees to defend and indemnify Creative Cooling Technologies, Inc. from any and all third-party claims, demands, actions, lawsuits, liability, damages and/or costs, including reasonable attorneys' fees and expert fees, arising out of or relating to Creative Cooling Technologies work under this agreement or the Scope of Work under this agreement, unless claims relate to negligent acts of Creative Cooling Technologies or others hired by Creative Cooling Technologies.

h.) **Attorneys' Fees:** If Creative Cooling Technologies is required to hire attorneys to collect amounts owed under this agreement, the customer agrees to reimburse Creative Cooling Technologies for attorneys' fees, expert fees and other legal expenses that it may incur to collect such amount.

i.) **Incorporation by Reference:** Unless expressly agreed in writing otherwise, these Standard Terms and Conditions are a part of, and hereby incorporated by reference, to all Proposals submitted by Creative Cooling Technologies to the customer and Credit Agreement signed by the customer, and all terms and conditions of any such Proposals or Credit Agreements.

j.) **Confidentiality Notice:** The information contained in this proposal and any attachments is considered a confidential and/or privileged communication between Creative Cooling Technologies and proposed Company.

