

MidwestMechanical

Building Efficiency and Sustainability



A Service Logic Company

Proposal For:

Village of Orland Park

Door Replacement

This project is adheres to the terms and conditions of NCPA/Omnia co-op contract 02-91

2024

DOOR REPLACEMENT PROPOSAL SUMMARY

RQN: 2024041700

#	<u>CIVIC CENTER</u>	
9	East ADA Door Interior	\$24,955.00
10	East ADA Door Interior	\$24,955.00
11	Exhibition Hall	\$17,476.00
16	Reception	\$1,271.00
17	Reception Hallway	\$8,362.00
18	Pump Room	\$6,825.00
19	Loading Dock	\$12,996.00
21	South Annex Storage	\$4,560.00
	TOTAL (8)	\$101,400.00

#	<u>FLC</u>	
24a	East Vestibule Exterior	\$17,217.00
24b	East Vestibule Interior	\$12,169.00
25	Lobby 2nd Exit	\$13,950.00
26	South Gym Entry	\$17,217.00
27	Outside Single Door	\$9,089.00
28a	West Entry Interior	\$16,309.00
28b	West Entry Exterior	\$23,239.00
29a	FLC Interior	\$11,428.00
29b	FLC Exterior	\$16,476.00
30a	North Parking Lot Interior	\$16,309.00
30b	North Parking Lot Exterior	\$32,002.00
	TOTAL (11)	\$185,405.00

#	<u>Utility Sites</u>	
31	Seton Place	\$11,564.00
32	Thistlewood	\$7,627.00
	TOTAL (2)	\$19,191.00

TOTAL (21 Doors)	\$305,996.00
5% Contingency	\$15,299.80
Not To Exceed Amount	\$321,295.80

INSTALLATION PROPOSAL

By and Between:

Contractor Performing Work:
Midwest Mechanical Group, Inc.
801 Parkview Boulevard
Lombard, IL 60148

Customer:
Village of Orland Park
14700 S. Ravinia Ave.
Orland Park, IL 60462-3167

PROJECT LOCATION:

Various locations
14750 Ravinia Ave.
Orland Park, IL 60462

PROJECT DESCRIPTION: Assorted Door Replacements at the Village of Orland Park

RQN: 2024041700

OUR BASE PROPOSAL INCLUDES THE FOLLOWING SCOPE OF WORK:

Provide the labor and material to implement assorted door work at various Orland Park facilities.
The proposed scope of work will be as follows:

~~#1 - Village Hall - Lake level IT~~

~~Doors only - undersize for Full Mortise Hinges
Door Pocket 74 1/2"w x 92 1/2"h from concrete
New Closers with hold open arms
New 33A Von Duprin exit devices with concealed vertical rods
Full mortise hinges
Kickplates
Threshold and weatherseal
\$15,333~~



~~#2 - Village Hall - Lake level Flex Space~~

~~Doors only - undersize for Full Mortise Hinges
Door Pocket 74"w x 92 1/2"h from concrete
New Closers with hold open arms
New 33A Von Duprin exit devices with concealed vertical rods
Full mortise hinges
Kickplates
Threshold and weatherseal
\$15,333~~



#3 - Village Hall - Upper level - green roof (west)

Replace frame and doors
Opening size 93 3/4" h x 78" w
Frame
Doors
Glass
Push / Pulls
Hold Open closers
Deadbolt
Hinges
Kickplates
Threshold and weatherseal
\$12,704



#4 - Village Hall - Upper level - green roof (east)

Opening size 93 3/4" h x 78" w
Frame
Doors
Glass
Push / Pulls
Hold Open closers
Hinges
Kickplates
Threshold and weatherseal
\$12,704



#5 - Village Hall - Lobby Vestibule, EXTERIOR

Re-Use existing doors
New frame
Opening size: 71" w x 112" h
New curtain wall and sub frame
Sub frame size: 66" w x 88 3/4" h
Threshold and weatherseal
\$10,217



#6 - Village Hall - Lobby Vestibule, INTERIOR

New sub-frame and doors
Sub-frame size: 66" w x 88 3/4" h
Doors
1" insulated glass
Hold open closers
Push / pull sets
Hinges
Kickplates
Threshold



\$11,734

#7 - Village Hall - Lobby, side door

Convert existing Von Duprin 33A devices to electronic latch retraction
Install new hold open closers
New door loops for power to ELR devices

\$4,243



#8 - Village Hall - Stair door

Install new hold open closer

\$444



#9 - Civic Center - East ADA Entry - Vestibule, INTERIOR

New Frame and Doors

Opening size: 72"w x 90 1/2"h

3/4" sub-frame

Doors

1" insulated glass

Full mortise hinges

New Sargent 86 CVR exit devices with electronic latch retraction

New Micom dual ADA operators

Kickplates

Threshold and weatherseal

\$24,955



#10 - Civic Center - East ADA Entry - Vestibule, INTERIOR

New Frame and Doors

Opening size: 72"w x 90 1/2"h

3/4" sub-frame

Doors

1" insulated glass

Full mortise hinges

New Sargent 86 CVR exit devices with electronic latch retraction

New Micom dual ADA operators

Threshold

Kickplates

\$24,955



#11 - Civic Center - Exhibition Hall

Convert existing H.M. to aluminum

Opening size: 110 3/4"w x 90 1/2"h

Outside brick opening: 112"w

Frame

Doors

1" insulated glass

New Sargent 86 CVR exit devices

Hold-open closers

Full mortise hinges

Threshold and weatherseal

\$17,476



~~#12 - Civic Center - back vestibule - north EXTERIOR~~

~~New frame and doors~~

~~Opening size: 72 1/2"w x 91"h (brick to brick)~~

~~Frame~~

~~Doors~~

~~1" insulated glass~~

~~New Sargent 86 CVR exit devices~~

~~Hold-open closers~~

~~Full mortise hinges~~

~~Kick plates~~

~~Threshold and weatherseal~~

~~**\$17,476**~~



~~#12 - Civic Center - back vestibule - north INTERIOR~~

~~New frame and doors~~

~~Opening size: 72 1/2"w x 90 1/2"h (brick to brick)~~

~~Frame~~

~~Doors~~

~~1" insulated glass~~

~~New push / pulls~~

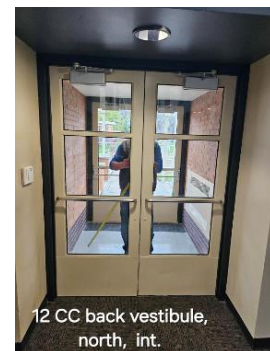
~~Hold-open closers~~

~~Full mortise hinges~~

~~Threshold~~

~~Kick plates~~

~~**\$11,268**~~



~~#13 - Civic Center - back hallway exterior doors~~

~~QUANTITY (5)~~

~~Convert H.M. to aluminum~~

~~Opening sizes: 71 1/2"w x 90 1/2" (brick to brick)~~

~~Frame~~

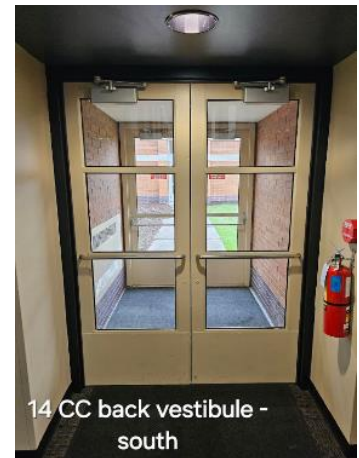
~~Doors~~



1" insulated glass
Full mortise hinges
Hold-open closers
Push / pull sets
Thumb latch and flush bolts
Threshold and weatherseal
\$62,117

#14 - Civic Center - back vestibule - south INTERIOR

New frame and doors
Opening size: 72 1/2"w x 90 1/2"h (brick to brick)
Frame
Doors
1" insulated glass
New push / pulls
No mullion
Hold-open closers
Full mortise hinges
Threshold
Kick plates
\$11,860



#14 - Civic Center - back vestibule - south EXTERIOR

New frame and doors
Opening size: 72 1/2"w x 91"h (brick to brick)
Frame
Doors
1" insulated glass
New Sargent 86 CVR exit devices
No mullion
Hold-open closers
Full mortise hinges
Kick plates
Threshold and weatherseal
\$17,476

#15 - Civic Center - Exhibition Hall - Interior

Replace H.M. doors only
Door pocket: 66"w x 88"h
Doors
New Sargent 86 CVR exit devices
Hold-open closers
Threshold
Kick plates
\$12,218

#16 - Civic Center - reception area

Replace glass and track assembly

Opening size: 48"w x 48"h

Replace with tempered glass

\$1,271



16 CC reception

17 - Civic Center - Reception Hallway

Replace H.M. doors only

Door pocket size: 66 7/8"w x 87 3/4"h

Doors (undercut to size)

Hold-open closers

Push / Pull set

\$8,362



17 CC reception hallway

#18 - Civic Center - Pump Room

Replace H.M. frame and doors

Masonry opening size: 72"w x 90 1/2"h clean

Frame

Doors

Closer on active leaf

Flush bolts on inactive leaf

Re-use lockset

\$6,825



18 - JR

#19 - Civic Center - Loading dock

Replace frame and doors, 4' leaf on active side

Masonry opening size: 76"w x 90"h clean

Frame

Doors - 1 door 4' (active), 1 door 2' (inactive)

1" insulated glass

Full mortise hinges

New Sargent 86 CVR exit device (active)

Hold-open closer

34"h kick plates

Threshold and weatherseal

\$12,996



19 CC Loading dock

#20 - Civic Center - South annex single door

Replace aluminum door

Door pocket size: 63 7/8"w x 88 1/2"h

Door

1" insulated glass (frosted)

~~Full mortise hinge
New Sargent
t 86 CVR exit device w/alarm
Hold-open closer
Threshold and weatherseal
\$7,492~~

#21 - Civic Center - South annex storage closets

Quantity (2)
Replace H.M. doors only
Door pocket size: 72"w x 88"h
Doors
Butt hinges
New mortise lock with lever
Kick plates
\$4,560

~~**#22 - Civic Center - Annex courtyard doors**~~

~~Replace frame and doors
Opening size: 71 3/4"w x 90 1/2"h
New curtain wall and sub frame
Aluminum doors
1" insulated glass
New Sargent 86 CVR exit devices
Hold-open closers
Threshold and weatherseal
\$17,414~~

~~**#23 - Civic Center - Annex back hall exit - exterior**~~

~~Replace aluminum frame and doors, add ADA operators
Opening size: 71 3/4"w x 90 1/2"h
Frame - create bigger header for operators
Doors
1" insulated glass
Full mortise hinges
New Sargent 86 CVR exit devices with electronic latch retraction
Dual MICOM ADA operators
Threshold and weatherseal
\$23,980~~

~~**#23 - Civic Center - Annex back hall exit - interior**~~

~~Replace aluminum frame and doors, add ADA operators~~



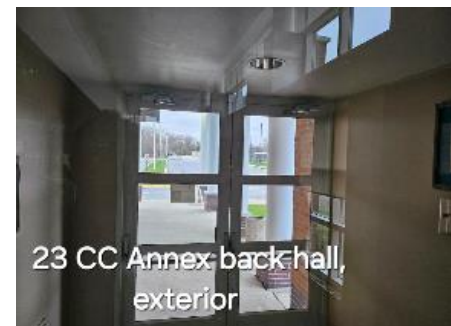
20 CC South annex single



21 CC South annex
storage closets - qty 2



22 CC Annex courtyard
doors



23 CC Annex back hall,
exterior

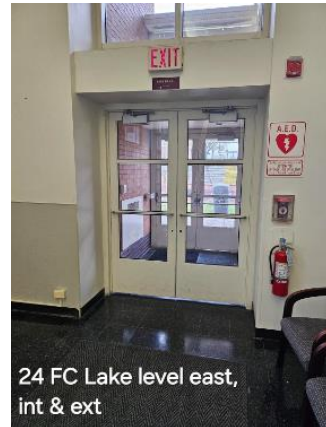
Opening size: 71 3/4"w x 90 1/2"h
Frame - create bigger header for operators
Doors
1" insulated glass
Full mortise hinges
Push / pull sets
Dual MICOM ADA operators
Threshold
\$16,816



23 CC Annex back hall,
interior

24A

#24 - Franklin Center -
Lake Level, East Vestibule EXTERIOR
Replace frames and doors
Exterior opening size: 72"w x 90 1/2"h
Frame
Doors
1" insulated glass
New Sargent 86 CVR exit devices
Hold-open closers
Full mortise hinges
Threshold and weatherseal
\$17,217

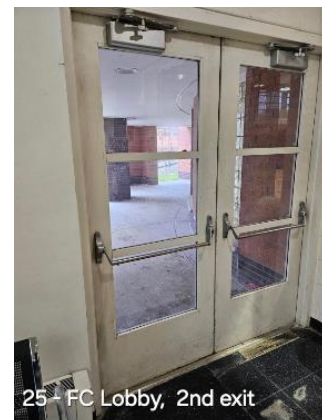


24 FC Lake level east,
int & ext

24B

#24 - Franklin Center -
Lake Level, East Vestibule INTERIOR
Replace frame and doors
Interior opening size: 72"w x 90 1/2"h
Frame
Doors
1" insulated glass
Push / Pull sets
Hold-open closers
Full mortise hinges
\$12,169

#25 - Franklin Center - Lobby (2nd exit)
Replace frame and doors
Opening size 74"w x 88" clean
Frame
Doors
1" insulated glass
New Sargent 86 CVR exit devices
Full mortise hinges
Hold-open closers
Threshold and weatherseal



25 - FC Lobby, 2nd exit

\$13,950

#26 - Franklin Center - South gym entry

Replace frame and doors
Opening size 76"w x 88" clean
Frame
Doors
1" insulated glass
New Sargent 86 CVR exit devices
Full mortise hinges
Hold-open closers
Threshold and weatherseal

\$17,217



#27 - Franklin Center - Outside single door

Replace H.M. frame and door with aluminum
Opening size: 35 3/4"w x 90"h (brick to brick)
Frame
Door
1" insulated glass
Full mortise hinge
New Sargent 86 CVR exit device
Hold-open closer
Threshold and weatherseal

\$9,089



28A

#28 - Franklin Center - West Entry - INTERIOR

Replace doors and sub-frame only
Interior opening size: 66"w x 88"h
Sub-frame
Doors
1" insulated glass
Full mortise hinges
Push / pull sets
Re-use existing operators

~~**\$11,873**~~

ALTERNATE including new MICOM Dual Operators
\$16,309



28B

#28 - Franklin Center - West Entry - EXTERIOR

Replace doors and sub-frame only
Exterior opening size: 66"w x 88"h
Sub-frame
Doors

1" insulated glass
Full mortise hinges
New Sargent 86 CVR exit devices with electronic latch retraction
Threshold and weatherseal
Re-use existing operators

~~\$18,462~~

ALTERNATE including new MICOM Dual Operators
\$23,239

29A

#29 - Franklin Center -

South Hallway Vestibule INTERIOR

Interior - New frame and doors

Opening size: 72"w x 90 1/2"w

Curtain wall

Sub-frame

Doors

1" insulated glass

Full mortise hinges

Push / pull sets

Hold-open closers

\$11,428



29B

#29 - Franklin Center -

South Hallway Vestibule EXTERIOR

Exterior - New sub-frame and doors

Opening size: 66"w x 88"w

Sub-Frame

Doors

1" insulated glass

Full mortise hinges

New Sargent 86 CVR exit devices

Hold-open closers

Threshold and weatherseal

\$16,476

30A

#30 - Franklin Center - North Parking Lot Vestibule (interior)

Replace Curtain wall, sub-frame, and doors

Interior opening size: 70 1/2"w x 90 1/2"h

Curtain wall

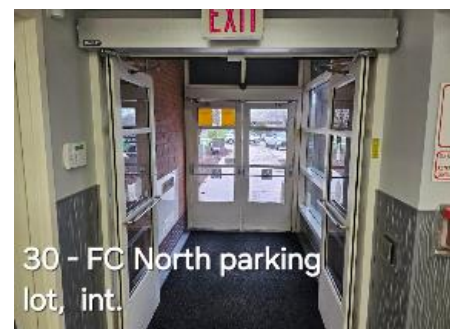
Sub-frame

Doors

1" insulated glass

Full mortise hinges

Push / pull sets



New MICOM dual ADA operators
\$16,309

30B

#30 - Franklin Center - North Parking Lot Vestibule (exterior)

Replace Curtain wall, sub-frame, and doors

Exterior opening size: 70 3/4"w x 138"h

Curtain wall

Sub-frame

Doors

1" insulated glass

Full mortise hinges

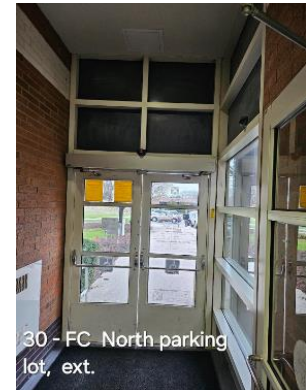
New Sargent 86 CVR exit devices with electronic latch retraction

New MICOM dual ADA operators

Threshold and weatherseal

(1) 60 3/8"w x 16"h curtain wall panel for inner vestibule

\$32,002



#31 Seton Place Double Door

Scope of work:

Remove existing doors, frame, hardware and dispose of. Prep opening for frame.

Install frame, doors and hardware. Make any necessary adjustments to hardware.

Caulk around the perimeter of frame and below threshold. Clean up when done.

QTY: 1

74"w x 81"h 16ga. 534 depth prime painted custom steel frame - 1" jambs all around
to fit into residential sized opening

QTY: 1

PF/PREP FOR CLOSER REINF QTY: 1

PF/PREP EO ANCHOR HOLES QTY:1

4" Expansion Anchors QTY: 8

36"w x 80"h (RH/LHR) 18ga. prime painted "Insulated" 6 panel embossed steel door
reinforced for door closer (Inactive door)

QTY: 1

PD/ASA STIKE PREP QTY: 1

PD/ATTACH ASTRAGAL CHANNEL QTY:1

36"w x 80"h (LH/RHR) 18ga. prime painted "Insulated" 6 panel embossed steel door
reinforced for door closer and prepped for 161 (Active door)

QTY: 1

PD/PREP FOR CYLINDRICAL LOCK QTY: 1

PD/ATTACH 1-PC ASTRAGAL QTY: 1

Project: Seton Place single door

Scope of work:

Remove existing door, frame, hardware and dispose of. Prep opening for frame. Install frame, door and hardware. Make any necessary adjustments to hardware. Caulk around the perimeter of frame and below threshold. Clean up when done.

38"w x 81"h (RH/LHR) 16ga. 534 depth prime painted steel frame - 1" jambs all around to fit into residential sized opening - ASA strike QTY: 1

PF/PREP FOR CLOSER REINF QTY:1

PF/PREP EO ANCHOR HOLES QTY:1

PF/PREP 4 7/8" ASA STRIKE QTY:1

4" Expansion Anchors QTY:8

36"w x 80"h (RH/LHR) 18ga. prime painted "Insulated" 6 panel embossed steel door reinforced for door closer and prepped for 161 QTY: 1

PD/PREP FOR CYLINDRCAL LOCK QTY: 1

1 Piece Astrigal QTY: 1

1 Piece ASA Strip Astrigal QTY: 1

4.5 x 4.5 BB x NRP x US32D stainless steel hinges QTY: 9

Surface latch bolts for inactive door QTY: 2

Complete set of perimeter frameseal, door sweep and threshold QTY: 2

Yale 4700LN Grade 1 Cylindrical Lock (storeroom function & keyed to customer system) QTY: 2

Brickmold trim for exterior opening perimeters - 40 lf QTY: 1

Hollow Metal Fabrication: Frame and door to be prepped and finish painted. (Color to be determined) QTY: 1

Above Material Provided QTY:1

Above Material Installed QTY: 1

\$11,564

#32: Thistlewood

Scope of work: Remove and dispose of existing frame door and hardware and install new the following listed material.

39" w x 141" x 3070 (RH) 16ga. 534 depth prime painted steel transom frame ASA strike (Overall Frame Size) QTY:1

4" Expansion Anchors QTY:10

By HMF QTY: 1

Hollow Metal Fabrication: Shop to install glazing bead. QTY: 1

1" flush insulated panel (Smooth Face) for transom panel QTY: 1

3070 (RH/LHR) 18ga. prime painted "Insulated" steel door reinforced for door closer and prepped for 86 edge pocket. QTY:1

PREP DOOR FOR MORTISE LOCKSET (Function to be determined) QTY: 1

4.5 x 4.5 BB x NRP x US32D stainless steel hinges QTY: 3
 Mortise lock protector 32D QTY: 1
 Grade 1 Exterior door closer with heavy-duty arm QTY:1
 Grade 1 mortise Lever lock set with cylinder (Function to be determined) QTY: 1
 Complete set of perimeter frameseal, door sweep and threshold. QTY: 1
 Hollow Metal Fabrication: Frame and door to be prepped and finish painted. (Color to be determined) QTY: 1
 Above Material Provided QTY: 1
 Above Material Installed QTY:1
\$7,627

TOTAL (18 Doors)	\$286,249.00
5% Contingency	\$14,312.45
Not To Exceed Amount	\$300,561.45

PERFORMANCE OF WORK:

- Work to be completed during normal hours

OUR PROPOSAL EXCLUDES THE FOLLOWING:

Providing any labor, materials, or equipment for work not explicitly detailed in the above scope, including but not limited to:

- Any door work outside of the scope above
- Hazardous material testing and abatement.
- Any fire alarm work

Terms of Payment:

The terms of payment for this project would be 100% payment upon completion. Midwest Mechanical looks forward to exceeding your expectations during and after the project. Please feel free to contact me at (630)487-8961 with any questions or concerns.

Best Regards,

Dan Brandolino
 Vice President- Public Sector

Approved By:_____

Date:_____

CONTRACT AGREEMENT - TERMS AND CONDITIONS

1. Applicability. These terms and conditions (these “**Terms**”) are the only terms which govern the sale of the goods (“**Goods**”) and services (“**Services**”) by MIDWEST MECHANICAL (“**Seller**”) to Helping Hand Center (“**Buyer**”). The accompanying [quotation/confirmation of sale/invoice] (the “**Sales Confirmation**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. In the event of a conflict between the risk-shifting terms contained in these general terms and conditions and in the Sales Confirmation, the terms contained in these general terms and conditions shall control and prevail.

2. Delivery of Goods and Performance of Services. The Goods will be delivered within a reasonable time after the receipt of Buyer’s purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit. Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the location described in the Sales Confirmation (the “**Delivery Point**”) using Seller’s standard methods for packaging and shipping such Goods. Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only. With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer’s premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; and (iii) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

3. Shipping Terms. Delivery of the Goods shall be made FOB as set forth in the Sales Confirmation.

4. Title and Risk of Loss. Risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. Title passes to Buyer only upon payment for the Goods in full.

5. Buyer’s Acts or Omissions. If Seller’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, representatives, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Nonconforming Goods. Buyer shall inspect the Goods immediately upon receipt. Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods within 1 day after the Inspection Period and furnishes such written evidence or other documentation as required by Seller.

7. Price. Buyer shall purchase the Goods and Services from Seller at the prices (the “**Price[s]**”) set forth in Seller’s published price list in force as of the date of the Sales Confirmation. All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any government.

8. Payment Terms. Buyer shall pay all invoiced amounts due to Seller within 10 days from the date of Seller’s invoice. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller’s breach, bankruptcy or otherwise. Buyer shall not leave any of the Goods or Services furnished or installed by Seller in operation until the customer has approved and accepted same and paid Seller the billed Price for such Goods and Services in full.

9. Limited Warranty. Seller warrants to Buyer that for a period of one (1) year from the date of shipment of the Goods (“**Warranty Period**”), that such Goods will materially conform to the specifications set forth in Seller’s published specifications in effect as of the date of manufacture. Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. This workmanship warranty will terminate one (1) year from the date Services were performed. **EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.** Products manufactured by a third party (“**Third Party Product**”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 119. For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; IN EACH CASE, REGARDLESS OF WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SELLER SHALL HAVE NO LIABILITY TO BUYER (AND BUYER HEREBY WAIVES ALL RIGHTS TO RECOVER FROM SELLER) FOR ANY LOSS OR DAMAGE ARISING FROM OR RELATED TO A THIRD PARTY PRODUCT.** Seller shall not be liable for a breach of the warranties set forth herein unless Buyer gives written notice of the defective Goods or Services to Seller within thirty (30) days of the time when Buyer discovers or ought to have discovered the defect. Seller shall not be liable for a breach of the warranty set forth herein if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller’s instructions; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller. Subject to the limitations herein, with respect to any such Goods during the warranty period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller’s expense, return such Goods to Seller. Subject to the limitations herein above, with respect to any Services subject to a claim under the warranty set forth herein, Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate. **THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE BUYER’S SOLE AND EXCLUSIVE REMEDY AND SELLER’S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN THIS SECTION.**

10. Limitation of Liability. **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, MAINTENANCE EXPENSE, CLAIMS OF CUSTOMERS, CLAIMS OF TENANTS, OR CLAIMS OF CLIENTS, LOSS OF REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER IN THE IMMEDIATELY PRECEDING ONE (1) YEAR PERIOD.**

11. Insurance. During the term of this Agreement, each party shall, at its own expense, maintain and carry insurance in which includes, but is not limited to, commercial general liability (including product liability and liability covering independent contractors) in reasonable amounts. Buyer shall carry all risk property insurance to the full value of the materials and equipment and name Seller as an additional insured.

12. Indemnification. To the fullest extent permitted by law, Buyer shall indemnify, defend, release, and hold harmless Seller, its affiliates, and its and their respective agents, representatives, contractors and employees from and against all claims, damages, losses and expenses, arising out of or resulting from the performance of Services or deliver of Goods 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 Buyer, anyone directly or indirectly employed by Buyer, or anyone for whose acts Buyer may be liable, regardless of whether it is caused in part by the negligence of Seller.

13. Termination. In addition to any remedies herein, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due; (b) has not otherwise performed or complied with any of these Terms; or (c) becomes insolvent. In addition, if the project to which the Goods and Services relate is paused for a period of thirty (30) days through no act or fault of Seller, Seller may terminate this Agreement and immediately recover from Buyer payment for all work to date and for any proven loss, including reasonable profit and damages.

14. Confidential Information. All information of Seller disclosed by Seller to Buyer in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller’s request, Buyer shall promptly return all documents and other materials received from Seller. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

15. Force Majeure. Seller shall not be liable or responsible to Buyer for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

16. Miscellaneous. This Agreement is governed by laws of the State in which the Goods are delivered and/or the Services are performed. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination of this Agreement. These Terms may only be amended or modified in a writing stating specifically that it amends these terms and is signed by an authorized representative of each party.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature:

Date:
