

# Southwest Town MECHANICAL

10450 West 163rd Place  
Orland Park, Illinois 60467  
(708) 460-7330 — Fax (708) 460-1627

- Heating
- Ventilation
- Air Conditioning
- Refrigeration
- Piping
- Service Maintenance

A DIVISION OF SOUTH TOWN REFRIGERATION CORPORATION

## PURCHASER

NAME : Village of Orland Park  
ADDRESS : 14700 Ravinia Avenue  
Orland Park, IL 60462  
ATTN : Dennis Wokurka  
RE : Civic Center Boiler Replacement  
DATE : November 28, 2016

## PROPOSAL

This proposal and the contract, which will result from mutual acceptance hereof, includes each of the terms and provisions on page 2 and page 4, and where applicable, page 3, and any schedules or specifications attached hereto. This proposal shall remain in effect no more than 30 days from date hereof.

## Price

The total price for the labor and materials included in this proposal shall be:

Total

See Attached

## Terms

## Acceptance

This Proposal is not an offer to furnish equipment or services, but when signed by Purchaser at the place indicated below, it becomes Purchaser's offer to buy the equipment and service described herein, at the prices and on the terms and conditions indicated in this Proposal, which can be accepted following credit approval, only by a written notice of acceptance by an officer of Seller. Upon purchase order or signing of contract one-third will be billed, unless other payments are negotiated.

Very truly yours,

Gerald Grilec  
President

## Purchaser:

THE UNDERSIGNED OFFERS TO PURCHASE THE EQUIPMENT AND SERVICE DESCRIBED ABOVE AT THE PRICES AND ON THE TERMS AND CONDITIONS INDICATED IN THIS PROPOSAL.

DATE:  
TITLE

## Seller's Acceptance:

YOU ARE HEREBY NOTIFIED THAT THE UNDERSIGNED HEREBY ACCEPTS YOUR OFFER BASED ON THIS PROPOSAL THIS 28th DAY OF November, 2016

BY:  
TITLE: President

November 28, 2016

Village of Orland Park  
14700 Ravinia Avenue  
Orland Park, IL 60462-3134

Attn: Dennis Wokurka

RE: civic Center Boiler Replacement

We propose to furnish and install the following:

1. We will drain, disconnect and remove the two (2) existing Cleaver Brooks boilers.
2. We will add to and extend the two (2) cement housekeeping pads.
3. We will install two (2) Raypak X-Fyre M# H7-850A condensing modulating hydronic heating boilers. Each will be rated at 850,000 BTU input and 799,000 BTU output up to 99% efficiency. The units will be furnished with the following features:
  - \*ASME-CSD1 Code Compliance
  - \*316L Stainless Steel Heat Exchangers
  - \*Modulating Stainless Steel Burners providing 5:1 turndown
  - \*VERSA-IC on board sequencer with outside air reset capability
  - \*Full safety diagnostics with history
  - \*True Seal combustion adapters
  - \*Two (2) ½ horsepower Taco Primary circulating pumps
  - \*100% Factory fire tested. Meets all current low NOx regulations (<20 PPM)
  - \*Common condensate neutralization tank with 25 pounds of lime chips
  - \*Removable combustion air filter
4. All necessary piping to connect the boilers to the existing system.
5. All necessary power and control wiring included up to the existing Energy Management relay.
6. All new piping will be insulated with 1" thick fiberglass insulation.
7. The boilers will be connected to the existing pressurized chimney flue with stainless steel sealed combustion piping.

8. Crane rental to remove the old boilers and lower the new boilers included.
9. There will be a one year parts and labor warranty, a ten year heat exchanger warranty and a twenty-five year thermal shock warranty.

Project Installed Price.....\$94,870.00

Sincerely,

*Gerry Grilec*

Gerry Grilec

President

Southwest Town Mechanical

## TERMS AND CONDITIONS OF PROPOSAL

### **1. NO MODIFICATIONS**

The contract arising by acceptance of your offer pursuant to this proposal shall not be amended, modified or rescinded except by written agreement signed by an authorized official of each party, expressly referring to this contract. The Purchaser understands that no sales person or other representative of the Seller has the authority to make any agreement, contract, warranty, term, promise, condition or understanding, express or implied, which is not expressed herein or in a written modification of this contract signed by authorized officials of each party.

### **2. REMEDIES OF SELLER**

Prior to the installation of the equipment and materials to be furnished and sold pursuant to this contract, title to said equipment and materials shall remain with the Seller, and, in the case of non-payment, Seller shall be entitled to any and all remedies of an unpaid seller under the Illinois Uniform Commercial Code, including the right of the seller to repossess said equipment and materials with or without legal process. After any or all of said equipment and materials have been installed pursuant to this contract, then as to that part of said equipment and materials which have been installed, and the labor and service related thereto, the Seller shall have the right to place a mechanic's lien against the premises where said equipment and material have been installed pursuant to the applicable statutes and law relating to mechanic's liens for the furnishing of labor and materials. Any payment due Seller under this contract is payable on receipt of Seller's invoice. A late payment charge of 1½% per month (annual percentage rate of 18%) shall be added to the unpaid past due balance after 30 days and purchase agrees to bear any legal expense incurred including cost of correction.

### **3. WARRANTIES**

The Seller, unless equipment is sold without service, shall furnish and install, free of charge, such part or parts of the machinery and apparatus sold hereunder that may become defective in workmanship or material within one year from the date of delivery or installation. The Seller's obligation shall be merely to furnish and install duplicate parts as provided herein, and the Seller shall not be liable for defects arising from normal wear and tear, or breakage caused by carelessness or negligence in operation, nor is Seller responsible for any alterations that may be made in the machinery and equipment without its consent. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE.

### **4. LIMITS OF LIABILITY**

The Seller shall in no event be held liable or accountable to the Purchaser and/or to any other party whatsoever for the actual, incidental and/or consequential damages or losses due to, but not limited to, any one of the following: interruption in use of equipment, or stoppage of production, failure to maintain desired temperatures or humidity levels, electrical power surge or loss, high or low voltage, inadequate power, blown or burned out main or branch fuses, open circuit breaker, lack of adequate natural gas or fuel supply or pressure, inadequate or excessive water supply or pressure, inadequate or excessive hot water or steam supply or pressure, water in oil, contamination of water supply or atmosphere, accident, freezing, flooding, lightning, storms, malicious mischief, willful damage, misuse, abuse, negligence, fire, explosion, theft, clogged filters, delays in installation and/or services, time or manner of service of any equipment, failure to meet completion dates, engineering and/or design defects, improper installation, operation of equipment beyond design conditions, labor disturbances, strikes, riot, civil commotion, lockouts, commercial delays, spoilage, loss of business, asbestos, rust or corrosion, the inability to procure materials and/or parts from the usual source of supply, war conditions, Acts of God or for any contingencies that are unavoidable or beyond the control of the Seller. Seller is not responsible for conforming to any governmental codes, laws and/or regulations. Under no circumstances shall Seller be responsible or liable for any indirect, incidental or consequential damage or alleged personal injury of any kind relating to or arising out of the existence, effect, removal or treatment of an Organic Pathogen (i.e., any type of bacteria, virus, fungus, mildew, wet or dry rot, mold or mycotoxin, as well as their spores, odors and byproducts, along with any reproductive body they produce and any material containing them). In no event, shall the Seller be liable to the Purchaser and/or to any party whatsoever for actual, incidental and/or consequential damages or losses. Seller shall not be required to identify, detect, encapsulate, or remove asbestos, or products or materials containing asbestos or similarly hazardous substances. Seller shall not be liable for any losses or damages due to inability of the building structure to properly support the equipment installed. It is expressly agreed that the seller assumes no liability for negligence or failure whatsoever. All labor is to be performed during Seller's regular working hours unless so specified otherwise in writing.

### **5. INSTALLATION AND COMPLETION**

Unless specifically enumerated in proposal as Seller's responsibility, Purchaser is responsible for: providing access (and removing structures or objects which interfere with this access) to equipment installation location; for structural supports for all equipment supplied; for local permits and codes; for providing adequate utility source (gas, electric, steam, water) adjacent to equipment. Completion dates are estimates only. No contract will be made to complete on a specified date unless in writing, signed by the Corporate President or Secretary of the Seller.

### **6. INSURANCE**

Purchaser agrees to insure said merchandise against the hazards of fire at Purchaser's sole cost and to be responsible in any event for any loss or damage to the said machinery and equipment by fire, theft or other casualty. Purchaser agrees to assign to the Seller upon request the proceeds of any insurance paid by reason of loss from any cause whatsoever to the merchandise described herein. Seller shall apply said proceeds to the balance due by the Purchaser under this contract.

### **7. ASSIGNMENT**

No transfer, renewal, extension or assignment of this contract or any interest hereunder or loss, injury, or destruction of said property shall release the Purchaser from his obligation hereunder. Every assignee of the Seller and/or its assigns shall be entitled to all the rights and remedies of the Seller. The term "Seller" wherever used in this contract includes Seller's successors and assigns, unless otherwise defined.

### **8. ACCEPTANCE**

Prior to written acceptance by Seller, the Seller shall have no responsibility for any work performed or financial obligations incurred by or on behalf of the Purchaser in anticipation of Seller's acceptance.

### **9. CANCELLATION**

After written acceptance by Purchaser, should the Purchaser decide to cancel all or any part of the work specified in this proposal, the Purchaser shall reimburse to the Seller any costs already incurred, including but not limited to restocking fees for parts and equipment affected by such cancellation.

### **10. CLEAN AIR ACT**

Not included under this agreement are any charges related to the recovery of refrigerant, as required by the provisions of Section 608 of the U.S. Clean Air Act of 1990.

03/30/2009