

MidwestMechanical

Building Efficiency and Sustainability

A Service Logic Company

801 Parkview Blvd
Lombard, IL 60148
midwestmech.com

Service Agreement

March 25, 2025

Village of Orland Park
15655 S Ravinia Avenue
Orland Park, IL 60462



Company:	Client:
Midwest Mechanical 801 Parkview Blvd Lombard, IL 60148	Village of Orland Park 15655 S Ravinia Avenue Orland Park, IL 60462
Contact: Jason Erickson Email: Jason.erickson@midwestmech.com (Herein after referred to as 'Company')	Contact: Mike Mazza Email: mmazza@orlandpark.org (Herein after referred to as 'Client')
RQN: 2025032500	OMNIA contract: 159053

Service Logic and its contractors will provide the enclosed service program at the following Location(s). The following service includes all travel, labor, and materials within the scope of the Planned Maintenance program.

Servicing Branch:	Location of Service:
Midwest Mechanical - Chicago 801 Parkview Blvd Lombard, IL 60148	Please see specific sections for locations of service for fire extinguishers, alarms, and sprinklers.

Scope of Services

Planned Maintenance

Midwest Mechanical has customized this program based on the operational requirements of the property. Utilizing the systems design application, equipment inventory, manufacturer's recommendations, as well as operational considerations and our own experience, Midwest Mechanical has customized the following services to meet your objectives:

Operational Assessment Services

The Agreement includes all travel and jobsite labor, vehicles, living expenses, and materials necessary to test the existing operations and performance characteristics of the equipment. Inspections in the form of routine visual inspections and physical testing will be performed to ensure the system(s) are in the proper operating condition and to identify any impending system(s) failures.

1. Visual Inspections

Midwest Mechanical shall provide a visual inspection of the systems and components included in the Agreement.

2. Physical Tests

Midwest Mechanical shall provide a physical check and/or test the system(s) and components included in the Agreement.

The Operational Assessment and Analysis activities are related to the equipment outlined in the Inventory lists attached to this Agreement unless otherwise documented by The Village of Orland Park and Midwest Mechanical.

Planned Maintenance Services

The Agreement includes all travel and jobsite labor, vehicles, and living expenses to perform the Planned Maintenance Services as described herein. The Agreement includes all consumable materials and supplies such as oil, lubricants, belts, cleaning supplies, tools and equipment necessary to perform the services.

3. Preventative Maintenance

Midwest Mechanical shall perform the activities which are essential to ensure the system's operational efficiency, durability, reliability and safety, performance, conditions, and extended equipment life on an ongoing basis as scheduled within the tasking program with little or no equipment downtime. The tasking program is customized based on the systems design application, equipment inventory, manufacturer's recommendations, as well as the operational considerations of the property and our own experience.

4. Predictive Maintenance

Midwest Mechanical shall perform the Predictive Maintenance, working in tandem with Preventive Maintenance, to detect early signs of deteriorating performance and to predict potential system(s) failures. These services diagnose and solve equipment problems often before they occur.

Fire Extinguishers - Special Provisions

SP1: Scope

Fire Extinguisher Testing, Inspection, and Service for Village of Orland Park

This work will take place annually over the span of a couple of weeks. Scheduling will be dependent upon the Village of Orland Park. This scope of work outlines the fire extinguisher service and compliance requirements at each location listed below.

General Scope of Services:

1. Annual Tagging: For all extinguishers, a visual inspection will be conducted to confirm the condition and functionality of each unit. Each unit will receive an updated annual inspection tag indicating the most recent service date.
2. 6-Year Compliance Testing: Fire extinguishers due for 6-year compliance testing will undergo a detailed internal and external examination to ensure they meet applicable fire safety standards. This service includes recharging, inspection, and necessary repairs.
3. 5-Year Compliance Testing for CO2 Extinguishers: CO2 extinguishers due for the 5-year internal inspection will be thoroughly checked, tested, and serviced to maintain compliance.
4. Labor and Materials: Labor charges are applied for inspection and servicing, as well as for replacing necessary parts or components (such as new tags, seals, or extinguisher parts). Tags for each serviced extinguisher will be provided.

Locations:

143rd st Metra warming shelter - 9750 142nd street
143rd st parking garage - 143rd st & Ravinia
153rd st Metra north warming shelter - 10405 w. 153rd street
153rd st Metra south warming shelter - 10405 w. 153rd street
153rd Street Metra station - 10405 w. 153rd street
179th Metra warming shelter - 11751 w. 179th street
Centennial Park pool - 15600 west avenue
Civic center - 14750 Ravinia Avenue
Franklin Loebe Center (FLC) - 14650 Ravinia Avenue
John Humphrey complex - 14700 west avenue
Main pump station - 8800 Thistlewood Lane
Orland Park health and fitness center - 15430 west avenue
Orland Park museum / old village hall - 14415 beacon avenue
Parks administration - 14671 west avenue
Police department - 15100 s. Ravinia Avenue
Police Department vehicles - 15100 s. Ravinia Avenue
Public works - 15655 Ravinia Avenue
Rec. admin building - 14600 Ravinia Avenue
Sportsplex - 11351 w. 159th street
Village hall - 14700 Ravinia Avenue

Public works - 15655 Ravinia Avenue

60 total extinguisher units

- (3) 2.5lb ABC annual tagging only
(1) 2.5lb ABC due for 6-year compliance testing
(3) 5lb ABC annual tagging only
(2) 5lb ABC due for 6-year compliance testing
(33) 10lb ABC annual tagging only
(10) 10lb ABC due for 6-year compliance testing
(1) 20lb ABC annual tagging only
(5) 20lb ABC due for 6-year compliance testing

- (1) 10lb co2 due for 5-year compliance testing
- (1) 20lb co2 annual tagging only

Police department - 15100 s. Ravinia Avenue

26 total units

- (8) 10lb ABC annual tagging only
- (16) 10lb ABC due for 6-year compliance testing
- (1) 9lb clean guard due for 6-year compliance testing
- (1) 13lb clean guard annual tagging only

Police Department Vehicles - 15100 s. Ravinia Avenue

39 total units annual tagging only

Main pump station - 8800 Thistlewood Lane

28 total units

- (9) 10lb ABC annual tagging only
- (11) 20lb ABC annual tagging only
- (2) 10lb co2 annual tagging only
- (6) 20lb co2 annual tagging only

Franklin Loebe center (flc) - 14650 Ravinia Avenue

18 total units

- (14) 10lb ABC annual tagging
- (4) 10lb ABC due for 6-year compliance testing

Civic center - 14750 Ravinia Avenue

10 total units

- (10) 10lb ABC annual tagging only

Parks administration - 14671 west avenue

3 total units

- (3) 10lb ABC annual tagging only

Village hall - 14700 Ravinia Avenue

28 total units

- (23) 10lb ABC annual tagging only
- (4) 10lb ABC due for 6-year compliance testing
- (1) 9lb cleanguard annual tagging only

Rec. admin building - 14600 Ravinia Avenue

18 total units

- (15) 10lb ABC annual tagging only
- (1) 10lb ABC due for 6-year compliance testing
- (2) 9lb cleanguard annual tagging only

Centennial Park pool - 15600 west avenue

29 total units

- (21) 10lb ABC annual tagging only
- (3) 10lb ABC due for 6-year compliance testing
- (1) 6ltr kguard annual tagging only
- (4) 6ltr pressurized water annual tagging only

John Humphrey complex - 14700 west avenue

6 total units

(1) 2.5lb ABC due for 6-year compliance testing

(3) 10lb ABC annual tagging only

(1) 10lb ABC due for 6-year compliance testing

(1) 10lb co2 annual tagging only

Sportsplex - 11351 w. 159th street

24 total units

(22) 10lb ABC annual tagging only

(2) 10lb ABC due for 6-year compliance testing

Orland Park health and fitness center - 15430 west avenue

31 total units

(23) 10lb ABC annual tagging only

(6) 10lb ABC due for 6-year compliance testing

(1) 6ltr pressurized water annual tagging only

(1) 6ltr pressurized water due for 6-year compliance testing

Orland Park museum / old village hall - 14415 beacon avenue

7 total units

(5) 10lb ABC annual tagging only

(2) 10lb ABC due for 6-year compliance testing

153rd st Metra station - 10405 w. 153rd street

1 total unit

(1) 10lb ABC due for 6-year compliance testing

153rd st Metra south warming shelter - 10405 w. 153rd street

1 total units

(1) 10lb ABC annual tagging only

153rd st Metra north warming shelter - 10405 w. 153rd street

1 total units

(1) 10lb ABC due for 6-year compliance testing

179th Metra warming shelter - 11751 w. 179th street

1 total units

(1) 10lb ABC due for 6-year compliance testing

143rd st Metra warming shelter - 9750 142nd street

10 total units

(9) 10lb ABC annual tagging only

(1) 10lb ABC due for 6-year compliance testing

143rd st parking garage - 143rd st & Ravinia

36 total units

(34) 10lb ABC annual tagging only

(3) 10lb ABC due for 6-year compliance testing

SP2: Lift

Lift is not included (If Midwest Mechanical provides lift, an additional \$650.00 will be charged per day outside of agreement cost)

SP3: Communication

Primary and secondary technicians will be assigned to account
After each visit, you will be sent an electronic service ticket for review

SP 4: Priority Service

The Village of Orland Park will receive 24/7/365 emergency response service
The Village of Orland Park will receive priority emergency service response over non-contracted facilities
The Village of Orland Park will receive a 12% discount off our non-contracted rates for labor
The Village of Orland Park will receive a 10% discount on all parts list price for repairs on equipment covered under this agreement

Fire Alarms - Special Provisions

SP1: Scope

To perform an annual inspection, testing, and maintenance of fire alarm systems at designated locations to ensure full compliance with NFPA 72 standards and local fire codes. The goal is to identify and rectify deficiencies, verify system functionality, and provide necessary repairs to maintain system reliability. The following fire alarm system components will be inspected and tested at each location given the component is present in the building. This work will take place annually over the span of a couple of weeks. Scheduling will be dependent upon the Village of Orland Park.

At the convenience of the Customer, Midwest Agent will schedule the test and inspections of 100% of the Fire Alarm Equipment listed above and test the operation of the panel at the scheduled intervals.

During the inspection(s), Midwest Agent will supply two (2) trained technicians – one (1) field technician and one (1) control panel auditor. Customers will be provided with immediate documentation of test results and will be notified of any deficiencies found during the inspection(s).

Upon completion of the inspection, formal documentation of test results will be available for the customer and the local fire department.

Service, repair, and replacement are available on a time and material basis unless otherwise noted.

Customer will receive service call priority response over non-contract customers and access to 24-hour emergency service hotline – 365 days a year.

- **Fire Alarm Control Panels (FACP) & Annunciators**
 - Verify normal operation and clear any trouble conditions.
 - Test system trouble signals and supervisory signals.
 - Check for proper operation of remote reset and acknowledgment functions.
 - Confirm city tie test for monitoring compliance.
- **Detection Devices**
 - Test smoke detectors for proper response and sensitivity.
 - Inspect and test heat detectors for correct activation.
 - Verify carbon monoxide (CO) detectors, where applicable.
 - Ensure duct detectors are functional and interfaced properly with HVAC shutdown controls.
- **Notification Devices**
 - Confirm functionality of audio/visual alarms throughout the building.
 - Test horn/strobes, strobes, and waterflow bells for audibility and visibility.
- **Manual Activation Devices**
 - Test all pull stations for proper activation and alarm response.
- **Fire Suppression System Monitoring**
 - Test and inspect waterflow switches, tamper switches, and pressure switches per NFPA72.
 - Verify fire pump power fail, pump run, and pump bypass valve monitoring functions.
- **Elevator Fire Safety Interface**
 - Confirm operation of elevator recall functions (primary and alternate recall relays).
 - Verify elevator shunt trip operation when heat detectors relays are triggered.
- **HVAC & Damper Control Systems**
 - Ensure proper function of HVAC shutdown relays.
- **Battery Testing & Power Supply**
 - Perform battery load tests on fire alarm panels, annunciators, and backup power systems.
 - Identify and replace any failing or underperforming batteries.
 - If anything is failing or underperforming an additional cost will be associated
- **Knox Box Verification**
 - Inspect Knox Boxes to ensure accessibility and proper function.
- **Miscellaneous Auxiliary Functions**
 - Inspect and test door holders and magnetic release relays where applicable.
 - Ensure proper operation of low-temperature monitoring devices in sprinkler rooms.

Locations:

143rd st Metra warming shelter - 9750 142nd street
Civic center- 14750 s Ravinia Ave
Fitness center- 15430 West Ave
Metra station- 11751 w 179th st
Metra station north bldg.- 10399 w 153rd st
Metra station south bldg.- 10405 w 153rd st
Old village hall- 14413-14417 Beacon Ave
Parking garage- 9650 w 143rd st
Police department- 15100 s Ravinia Ave
Public works- 15655 s Ravinia Ave
Pumping station- 8800 s Thistlewood Lane
Rec admin building- 14600 s Ravinia Ave
Franklin Loebe Center (FLC) - 14650 Ravinia Avenue
Salt building- 15655 s Ravinia Ave
Sportsplex- 11351 w 159th st
Village hall- 14700 s Ravinia Ave

SP2: Lift

Lift is not included (If Midwest Mechanical provides lift, an additional \$650.00 will be charged per day outside of agreement cost)

SP3: Communication

Primary and secondary technicians will be assigned to account
After each visit, you will be sent an electronic service ticket for review

SP4: Priority Service

The Village of Orland Park will receive 24/7/365 emergency response service
The Village of Orland Park will receive priority emergency service response over non-contracted facilities
The Village of Orland Park will receive a 12% discount off our non contracted rates for labor
The Village of Orland Park will receive a 10% discount on all parts list price for repairs on equipment covered under this agreement

Fire Sprinklers - Special Provisions

SP1: Scope

To conduct annual fire sprinkler system and fire pump inspections across designated Village of Orland Park facilities to ensure compliance with fire safety regulations, identify system deficiencies, and provide inspection documentation to the Authority Having Jurisdiction (AHJ) and the Orland Park Public Works (OPPW) for recordkeeping. This work will take place annually over the span of a couple of weeks. Scheduling will be dependent upon the Village of Orland Park.

Fire Sprinkler System Testing & Inspection

Midwest agent will perform annual inspections on fire sprinkler systems for various buildings. The services will include:

- Wet System Inspections
 - Verification of system pressure, valves, and operational status.
 - Functional testing of water flow alarms and tamper switches.
 - Checking for visible leaks, corrosion, or obstructions.
 - Inspecting risers, gauges, and other system components.
- Dry System Inspections (where applicable)
 - Verify air pressure, valve condition, and trip tests.
 - Test system response and verify dry-pipe valve operation.
- Pre-Action System Inspection (Police Department)
 - Ensure correct operation of pre-action valves.
 - Inspect control panels and verify signal communication.
- Fire Pump Testing (Single Story Buildings)
 - Perform a fire pump flow test.
 - Verify pressure levels and operational capacity.

Inspection Documentation & Compliance

- Reports will be generated and submitted to the AHJ and OPPW for compliance and recordkeeping.
- If any deficiencies are found during inspections, they will be quoted separately and are not included in this scope.

Locations:

FLC Building – 14650 Ravinia Ave (2 wet systems)
Orland Park Health & Fitness – 15430 West Ave (3 wet systems)
Village Parking Structure – 143rd & Ravinia (5 dry systems)
Orland Park Pump Station – 8800 Thistlewood Ave (1 wet system)
Civic Center – 14750 Ravinia Ave (2 wet systems)
Village Hall – 14700 Ravinia Ave (3 wet systems)
Sportsplex – 11351 West 159th St (2 wet systems)
Police Department – 15100 S Ravinia Ave (2 wet systems, 1 pre-action system)
Old Stone Building – 15655 S Ravinia Ave (1 wet system)
Public Works Building – 15655 S Ravinia Ave (1 wet, 1 dry system)
Rec Admin – 14600 Ravinia Ave (1 wet system)
14673 West Ave – Building being constructed that will need an annual fire sprinkler inspection starting in 2026. Cost is built into this agreement.

SP2: Lift

Lift is not included (If Midwest Mechanical provides lift, an additional \$650.00 will be charged per day outside of agreement cost)

SP3: Communication

Primary and secondary technician will be assigned to account

After each visit, you will be sent an electronic service ticket for review

SP4: Priority Service

The Village of Orland Park will receive 24/7/365 emergency response service

The Village of Orland Park will receive priority emergency service response over non-contracted facilities

The Village of Orland Park will receive a 12% discount off our non contracted rates for labor

The Village of Orland Park will receive a 10% discount on all parts list price for repairs on equipment covered under this agreement

Authorization

The initial term of this Agreement will commence on 4/1/2025 and shall continue through 3/31/2026 This Agreement shall continue in effect for two years thereafter unless either party gives written notice to the other of intention not to renew thirty (30) days prior to the anniversary date.

The Agreement price is **\$53,525.00** the first year. This Agreement amount is payable **upon completion of the annual inspection which will take place between 4/1/2025 to 3/31/2026**. This agreement price includes estimated applicable state and local sales and use tax.

The Agreement price is **\$56,670.00** the second year. This Agreement amount is payable **upon completion of the annual inspection which will take place between 4/1/2026 to 3/31/2027**. This agreement price includes estimated applicable state and local sales and use tax.

The Agreement price is **\$59,500.00** the third year. This Agreement is payable **upon completion of the annual inspection which will take place between 4/1/2027 to 3/31/2028**. This agreement price includes estimated applicable state and local sales and use tax.

Offered By:

Midwest Mechanical - Chicago

Jason Erickson

Maintenance Sales Representative

Approved for Company by:

Date

Approved For:

Village of Orland Park

Print Name

Signature

Title

Date

Please sign and email to Olivia DeVooght and Jason Erickson at olivia.devooght@midwestmech.com and jason.erickson@midwestmech.com.

THANK YOU FOR YOUR BUSINESS!

Qualifications:

All work reflects straight time hours between 0600 and 1500hrs.

Orland Park representative to escort technician during inspection to ensure all areas are accessible.

Does not include any third-party compliance engine fees or local city inspection fees.

Extinguishers for Public works bldg. vehicles and Police Department vehicles to be brought to central location for tagging & service.

Items NOT included in our proposal:

Labor or material to repair any extinguishers found to be faulty.

Overtime/double time rate.

We will not produce Drawings.

This price is valid for 30 days from the date issued.

Terms and Conditions

1. **Scope of Work.**

(a) Client grants Company the exclusive right to perform those services (the "Work") set forth on Planned Maintenance (the "Work Order") in connection with Client's equipment (the "Covered Equipment"), as set forth on the Work Order. The Work will be performed pursuant to these Terms and Conditions and the Work Order. The terms "Client" and "Company" have the meanings set forth on the Work Order. Collectively, these Terms and Conditions and the Work Order are referred to as "this Agreement."

(b) Except as otherwise provided in this Agreement, all planned Work will be performed during Company's normal working hours.

(c) Unless otherwise provided in this Agreement, the Work does not include, and Company shall have no responsibility for (i) repairs or replacement of items not normally mechanically maintainable including, but not limited to, control boards, microprocessors, ductwork, boiler shell and tubes, cabinets, fan blades, fan wheels, fan shrouds/housing, boiler refractory material, heat exchangers, electric heat elements, main power service, electrical disconnects, conduit and wiring, piping, tube bundles, valve bodies, coils, structural supports, storage tanks, casings, fixtures, grills, registers, diffusers and tower fill; or (ii) operation of the system, design of the system, obsolescence, safety testing directed or required by any agency/company/person or organization, water/air balancing, internal devices within the duct systems, ductwork insulation, cleaning the interior of ductwork, fire/smoke dampers, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage/inadequate power, burned-out main or branch fuses, low water pressure, water treatment provided by others, water condition, vandalism, misuse or abuse of the system(s), selection of domestic hot water temperatures, electrolysis, negligence of others (including Client), failure of Client to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond the control of Company. Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the scope of services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the scope of services. Client shall be responsible for the cost of any additional replacement refrigerant.

(d) Company will not be required to move, replace, or alter any part of the building structure in the performance of Work under this Agreement.

(e) Company shall not be required to identify, detect, encapsulate, abate, or remove (i) asbestos or any other toxic or hazardous wastes or materials; (ii) any fungus or spore or any substance, vapor, or gas produced or arising from any fungus or spore; or (iii) any products or materials containing any of the foregoing. In the event any such substances, wastes, or materials are encountered by Company during the performance of Work hereunder and are identified as such by the Company, Company's sole obligation will be to notify Client of the existence of such substance, waste, or material. Company shall have the right thereafter to suspend the performance of Work until such substances, wastes, or materials and the resultant hazards are properly removed in accordance with all government regulations and Company determines, in its sole discretion, that the work environment is safe for Company's personnel or its authorized agents to perform the Work. The time for completion of the Work shall be extended to the extent caused by any such suspension and the contract price shall be equitably adjusted.

2. **Access**

(a) Client shall permit Company free and timely access to the Covered Equipment and allow Company to start and stop the Covered Equipment as necessary to perform the Work.

(b) While Company is performing Work hereunder, Client agrees provide parking within a reasonable distance to the building for all Company service vehicles.

3. **Charges; Additional Services; Changes.**

(a) The initial charges, fees, and other amount payable by Client ("Charges") for Work performed and or equipment or materials provided hereunder are set forth on the Work Order. The prices charged by Company for Work under this Agreement are conditioned upon the Covered Equipment being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates that repairs are required, a firm quotation will be submitted for Client's approval. If Client does not authorize the repairs, Company may either (i) remove the unacceptable system(s), component(s), or part(s) from its scope of Work and adjust the Charges accordingly; or (ii) terminate this Agreement.

(b) Following the Initial Term (as defined below), at the beginning of each Renewal Term (as defined below), Charges shall be subject to adjustment to reflect industry increases in labor, materials, and other costs.

(c) Company reserves the right to charge Client additional Charges for additional work (including labor and/or provision of materials and equipment) not included within the scope of this Agreement that is performed by Company at Client's request, including with respect to trouble or emergency calls involving conditions out of the scope of this Agreement. Such additional Charges shall be at standard prices or rates and shall be invoiced separately.

4. **Invoices; Payment Terms.** In consideration of the provision of Work by Company and the rights granted to Client under this Agreement, Client will promptly, but in no event later than thirty (30) days after the date of the invoice, pay all Charges invoiced by Company. All late payments shall bear interest at the lesser of 2% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. In the event Client fails to pay an invoice within such thirty (30) day period, Company shall be entitled to suspend the provision of Work under this Agreement without notice and/or terminate this Agreement, and the entire amount due hereunder shall become immediately due and payable upon demand. Client shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, court costs and attorney's fees.
5. **Term.** This Agreement shall commence as of the date set forth on the Work Order and, except as otherwise provided on the Work Order, shall continue for a term of [12] months (the "Initial Term"). Upon the termination of the Initial Term, the Agreement shall automatically renew for subsequent [12] month terms (each, a "Renewal Term") unless and until either party gives written notice to the other party of its intent not to renew at least [30] days prior to the termination of the Initial Term or applicable Renewal Term.
6. **Termination.** This Agreement may be terminated by either party on thirty (30) days' prior written notice if any of the following occur: (a) a transfer of title to the building or facility at which the Work is being performed; (b) damage or destruction to the building or facility which cannot be reasonably repaired within one hundred twenty (120) days; or (c) a taking or condemnation (or a deed in lieu thereof) of a substantial portion to the building or facility at which the Work is being performed.
7. **Events of Default.** In the event either party (hereinafter referred to as the "Defaulting Party") fails or refuses to perform any of the terms and conditions, covenants, or agreements under this Agreement, or otherwise defaults in the performance of its obligations under this Agreement, the other party (hereinafter referred to as the "Non-Defaulting Party") shall be deemed to have the rights set forth in this Section 7 or as may be otherwise provided in this Agreement. The Non-Defaulting Party shall have the right to deliver written notice (the "Notice of Default") to the Defaulting Party of the Non-Defaulting Party's intent to terminate this Agreement for default. If the Non-Defaulting Party delivers the Notice of Default to the Defaulting Party, and the default specified in the Notice of Default is capable of being cured, the Defaulting Party shall have thirty (30) days to cure the default. If the Defaulting Party has not cured the default specified in the Notice of Default within such thirty (30) day period, the Non-Defaulting Party may at any time thereafter terminate this Agreement, without prejudice to any other rights and remedies the Non-Defaulting Party may have under law.
8. **Subcontractors.** Company reserves the right to subcontract all or any portion of the Work to be performed under this Agreement.
9. **Client Records.** Client shall make available to Company Group all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
10. **Taxes.** Client shall be responsible for all real estate, sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder or applicable to the Work performed and/or the materials provided hereunder.
11. **Litigation; Attorneys' Fees.** In the event that Company brings suit against Client to enforce any term or provision of this Agreement and prevails, Client shall reimburse Company for all costs and expenses incurred in connection therewith, including, without limitation, court costs, expert witness fees, and attorneys' fees. Any legal action relating to this Agreement, or the breach thereof, shall be commenced within one (1) year of the date that the party bringing such suit had knowledge of such breach or other acts or circumstances establishing its right to bring such legal action.
12. **Force Majeure.** Company shall not be liable or responsible to Client, nor shall Company be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing its obligations under this Agreement, or any loss, damage, or detention resulting therefrom, if such failure, delay, loss, damage, or detention is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, unavailability of machinery, equipment, or materials, delay of carriers, strikes, lockouts, and other labor disputes (including those by Company's employees), military authority or governmental actions, war, invasion, or hostilities, terrorist threats or acts, priority regulations, insurrection, civil unrest, or riot, acts of God or forces of nature, including, without limitation, floods, fires, earthquakes, and storms, or telecommunications breakdown or power outage.
13. **Indemnification.** To the fullest extent permitted by law, Client shall indemnify, defend, and hold Company, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, subcontractors, and each of their respective affiliates, shareholders, directors, officers, employees, managers, members, and agents ("Company Group") harmless 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 to the extent caused in whole or in part by the acts or omissions of Client, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, invitees, and each of their respective affiliates, shareholders, officers, directors, members, managers, employees, agents, assigns, servants, invitees, and consultants ("Client Group"), regardless of whether such claims, damages, losses, or expenses are caused in part by the negligence of any member of Company Group.

14. **Limited Warranty.** Company warrants that the Work performed hereunder shall be performed (a) in accordance with the terms and conditions of this Agreement; and (b) in a timely, workmanlike manner in accordance with generally recognized industry standards for similar work. Client's sole and exclusive remedy for breach of the foregoing warranty shall be, at Company's option, the repair, replacement, or re-performance of the defective work; provided, however, that (x) the foregoing warranty shall not apply to, and Company shall not be liable for, any defects caused or contributed to (whether by accident, alteration, or abuse) by any member of Client Group; and (y) Company's liability for breach of warranty shall not extend beyond the termination of this Agreement. THE FOREGOING WARRANTY IN THIS SECTION 14 FOR WORK PERFORMED UNDER THIS AGREEMENT IS IN LIEU OF AND NEGATES, AND COMPANY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY, REGULATORY, PURSUANT TO GOVERNMENT REQUIREMENTS, OR AT LAW, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. COMPANY'S WARRANTY AND OBLIGATIONS, AND CLIENT'S REMEDIES, HEREUNDER ARE SOLELY AND EXCLUSIVELY STATED HEREIN, AND CLIENT, ON BEHALF OF ITSELF AND EACH MEMBER OF CLIENT GROUP, WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OTHER REPRESENTATIONS, WARRANTIES, RIGHTS, REMEDIES, CLAIMS, OR CAUSES OF ACTION ARISING FROM, OR RELATING TO, THIS AGREEMENT.

15. **Limitation of Liability.**

(a) NOTWITHSTANDING ANY OTHER PROVISION HEREIN CONTAINED, COMPANY SHALL NOT BE LIABLE TO CLIENT FOR (AND CLIENT SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES SUFFERED BY CLIENT OR ANY MEMBER OF CLIENT GROUP RESULTING FROM OR ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK TO BE PERFORMED HEREUNDER, AND ALL WITHOUT REGARD TO THE SOLE, JOINT, CONCURRENT, GROSS, ACTIVE, OR PASSIVE NEGLIGENCE OR BREACH OF DUTY (STATUTORY OR OTHERWISE) OF ANY MEMBER OF COMPANY GROUP.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK PERFORMED HEREUNDER SHALL IN NO EVENT EXCEED ONE HUNDRED PERCENT (100%) OF THE AMOUNTS PAID TO COMPANY PURSUANT TO THIS AGREEMENT PRIOR TO THE DETERMINATION OF COMPANY'S LIABILITY.

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: _____