

# ***Reliable***

## ***Fire & Security***

12845 SOUTH CICERO AVENUE • ALSIP, ILLINOIS 60803-3083  
PHONE: (708) 597-4600 • FAX: (708) 597-0174

8/15/2017

Mary Adamowski  
**Orland Park Public Library**  
14921 Ravinia Ave  
Orland Park, IL 60462  
madamowski@orlandparklibrary.org  
(708) 428-5133

**AGREEMENT #532206**

**RE: Fire Pump Deficiency Repair**

Dear Mary:

Recently it was noted that a safety system in your facility is impaired and in need of immediate repair service. Reliable Fire & Security is providing this proposal for repair service work described herein. Buildings are designed, constructed and maintained to provide a code required minimum level of safety for the building occupants and protection of the facility should an emergency occur. Having a system in disrepair subjects the occupants and facility to unnecessary risk as the safety features in the building may not function as intended.

We are obligated to inform you that you may be in violation of local law by having this type of critical equipment in disrepair and/or delay required repairs. We may also be legally obligated to report these deficiencies to the local Authority Having Jurisdiction. We highly recommend you complete these repairs in a timely manner to avoid prolonged occupant and facility risk, avoid fines and/or expose your facility to a potential lack of insurance coverage for neglecting repairs.

The proposal we have prepared is based on our best knowledge of the cause of the failure and required work necessary to restore the system to normal operating conditions. As is normal with repair services, additional repair work may be necessary as we investigate and repair the known deficiencies. Additional work will be proposed if identified and needed.

As part of our commitment to quality, the Reliable Fire & Security technicians maintain the training and standards for the State of Illinois Fire Equipment Distributor Employee License, National Institute of Certification in Engineering Technologies (NICET), and OSHA 10-Hour General Industry Safety & Health Certification. Reliable Fire & Security is an Equal Opportunity Employer.

**Project Details:**

**Location of Work**

Orland Park Public Library  
14921 Ravinia Ave  
Orland Park, IL 60462

**Scope of Work**

Fire pump would not start automatically or manually. Provide labor and material to remove defective 1M contactor for Firetrol FTA-1250 and install new contactor.

**Q.C. Details**

1 Fire Pump Repair - Labor & Material

**TOTAL INVESTMENT \$1,170.00**  
**Above Pricing Excludes Tax and Freight**

**Exclusions and Clarifications**

Work to be performed during regular business hours.

Thank you for your consideration of this quote. Terms and Conditions are attached and form part of this agreement. When you are ready to proceed with the work outlined in this proposed agreement please sign and return a copy to my email or fax number listed below. If you have any questions concerning this proposal or any of our other services, please don't hesitate to contact me.

Sincerely,


**RELIABLE FIRE & SECURITY**



Neal Collins  
Account Manager  
Phone: (708) 653-9243  
Mobile: (708) 774-8663  
Fax: (708) 529-1198  
E-Mail: ncollins@reliablefire.com

**Enclosure**

**Project Address and Contact:**  
14921 Ravinia Ave  
Orland Park, IL 60462  
Mary Adamowski

	8/23/17
	Date
MARY K. WEIMAR LIBRARY DIRECTOR	
Printed Name & Title	Purchase Order No.
Signed & dated above indicating acceptance of this Agreement	

**Orland Park Public Library**  
**Agreement #532206**  
**REVISIONS**

Page 4 of 7

1. **AGREEMENT.** This Agreement shall become effective upon the execution by Customer and acceptance and execution of this Agreement by a duly authorized representative of Reliable Fire Equipment Company dba Reliable Fire & Security (hereafter called "Company"), at Company's home office in Alsip, Illinois. This Agreement is comprised of these Terms and Conditions, and the Company's proposal set forth on the reverse (hereafter called "Proposal") and other documents referred to in the Proposal, all of which are incorporated by reference. Collectively these terms and conditions and the Proposal are referred to as the Agreement.

2. **SALE OF SYSTEM AND RELATED EQUIPMENT.** Company shall sell to Customer and the Customer shall purchase from the Company the system and related equipment ("System") identified in the Proposal.

3. **INSTALLATION.** Company shall install or cause to be installed the System at Customer's location identified in the Proposal. Company shall install or cause to be installed the System in a workmanlike manner and in compliance with applicable law. Installation shall commence on or about the date identified in the Proposal and shall continue until completed. The completion date is an estimate only and customer acknowledges that technical problems may arise with respect to the installation of the System and, accordingly, Company shall not be held responsible for any delays caused by unforeseen difficulties or unexpected conditions. If during the installation, Company encounters unforeseen difficulties or discovers unexpected conditions (including, without limitation unexpected hazardous materials, waste or substance), Company shall be permitted to stop work immediately. Company shall contact the Customer so the Customer can instruct the Company as to what steps should be taken in connection with unforeseen difficulties or unexpected conditions. Company shall be paid for any **customer approved** additional work performed as a result of such unforeseen difficulties or unexpected conditions. Customer may order additions, deletions, revisions or other changes in the work performed as a result of such unforeseen difficulties or unexpected conditions. Customer may order additions, deletions, revisions, or other changes in the work requested by Customer in the absence of an appropriate writing signed and approved by the Customer and Company.

4. **PRICE AND PAYMENT.** Customer agrees to pay Company the price for the System set forth on the Proposal. The price includes the related equipment and/or installation. The price is based upon the location and environment specifications which Customer provided to Company and upon the assumption that the site specifications are accurate and that, except as set forth in the Proposal, no alteration or modification of the location is required. If alteration, modification or rebuilding of the location is required, the price shall be increased to include the cost of additional labor. All charges shall be paid as set forth in the Proposal. All billed amounts **will be paid pursuant to the Illinois Government Prompt Payment Act.** Company shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company's completion of installation of the System, payment to Company is not contingent

on any occurrence, matter or event, including, without limitation. Customer's receipt of payment from any third party such as an owner or insurance company.

5. **APPROVAL AND PERMITS.** Customer shall be responsible for obtaining, at Customer's expense, all necessary approvals, permits and documents required by applicable law.

6. **ACCESS TO SITE.** Customer agrees that Company shall have complete use of and unrestricted access to the installation site at all times during normal working hours for purposes of installation, inspection, testing and supervision. Customer shall provide all necessary security, elevator use, heat, lighting and electrical service for Company to complete the installation. Company shall be entitled to rely upon instructions or requests given by the Customer, its employees, agents or other representatives to Company and such instructions or requests shall be binding upon the Customer. The Customer shall cooperate fully with the Company in connection with Company's performance of the installation and take any and all action **reasonably** requested by Company.

7. **TAXES.** The price does not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the installation of the System. **If Customer is tax exempt, then prior to executing this Agreement, Customer will provide Company with a valid and correct tax exemption certificate.** Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to this sale.

8. **TERMINATION.** Company shall have the right to terminate this Agreement immediately or withhold performance of services pursuant to this Agreement in the event: Customer is delinquent in payment of any sums due under that Agreement; Customer files a petition in bankruptcy; Customer has a bankruptcy petition filed against it; or Customer is unable to pay its debts as they mature, or makes an assignment for the benefit of its creditors. In the event this Agreement is terminated for any reason, the balance of the purchase price **for work performed to the date of termination** and all associated costs and charges required to be paid by Customer under this Agreement shall be immediately due and payable.

9. **LOCATION ENVIRONMENT.** Customer will prepare and maintain the location in conformance with Company's site specifications as defined in the appropriate site preparation document.

10. **FORCE MAJEURE.** Company will be excused from any delay or failure under this Agreement due, in whole or in part, directly or indirectly, to labor difficulties, fire, casualty or accidents, acts of God, civil disorder, transportation difficulties, shortage of fuel, labor or materials, governmental acts or restrictions, or any other cause beyond Company's reasonable control.

11. **BREACH BY COMPANY.** Customer expressly agrees that no action at law or in equity shall be maintained by Customer against Company for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or hereafter enacted with respect to any obligation or duty uncured under this Agreement by Company, unless: (i) Customer

notifies Company in writing at the address specified in this Agreement within **thirty (30)** days from date of such alleged breach or violation, and provided Company does not remedy or correct the breach or violation within **thirty (30)** days from the receipt of the notice; and (ii) such action at law or in equity is commenced by Customer within **two (2)** years from the finished date of the installation of the System.

**12. LIMITATION OF LIABILITY.**

- a. Company's obligation under this Agreement is to install the System in a workmanlike manner in compliance with applicable law and regulations.
- b. Company shall have no liability for loss of anticipated profits, incidental, consequential or special damages.

**13. NO WARRANTIES. EXCEPT AS EXPRESSLY STATED IN THE PROPOSAL, COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SYSTEM. CUSTOMER WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, NOT EXPRESSLY CONTAINED IN THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, AND COMPANY EXPRESSLY WAIVES ALL SUCH IMPLIED WARRANTIES.**

**14. INSURANCE.** Customer represents and warrants to Company that it has adequate liability insurance coverage to cover the work to be performed under the Agreement and shall provide Company with evidence of such insurance upon request of Company.

**15. MISCELLANEOUS.**

- a. This Agreement, as defined in paragraph 1, constitutes the entire agreement between the parties and supersedes any previous agreement, understanding or order between the parties. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with the terms contained in this Agreement or add any new terms to this Agreement, such new terms or different terms shall be of no force or effect. The terms of this Agreement shall prevail over any terms in Customer's purchase order and different or new terms shall only be binding on Company if expressly accepted in writing by Company. No modification or waiver of the terms of this Agreement shall be binding unless made in writing and signed by both parties.
- b. This Agreement is made and entered into the State of Illinois and shall be in all respects governed by and construed in accordance with the laws of the United States and the State of Illinois as if entirely performed in Illinois and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with or alter Company's rights and Customer's obligations under the Illinois contractor and Subcontractor Payment act.
- c. Customer consents to the exclusive jurisdiction and venue of the Cook County Court of Illinois with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. Mail under the notice provision contained in subparagraph D of this paragraph 15.

d. All notices or other communications permitted or required to be given in writing under this Agreement shall be sent by certified mail, return receipt requested and directed to the address of Company or Customer shown below. Notice will be deemed to have been given upon the mailing of the notice.

16. **REMEDIES CUULATIVE.** The remedies provided in this Agreement in favor of Company upon default of Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in Company's favor existing at law or in equity. Company may exercise all remedies, whether or not expressed successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.

17. **NO ASSIGNMENT.** This Agreement may be assigned by **either party** directly or indirectly (including, without limitation, by merger or sale of stock) without the prior written consent of **the other party**, which consent may be withheld by **the other party**, in its sole discretion, for any reason or no reason.

18. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability, and any remaining unenforceability or invalidity shall have no effect on any of the terms of the Agreement, which shall remain in full force and effect in accordance with its terms.

19. **COMMERCIAL TRANSACTION.** Customer acknowledges, agrees, represents and warrants that the transactions contemplated by this Agreement are commercial transactions and not for personal, household or family purposes.

20. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original but all of which taken together constitute one Agreement.

21. **HEADINGS.** Section headings shall have no effect on the meaning of this Agreement, and are included only for convenience of reference.**TOOLS.** Any special equipment, tools, dies, fixtures, or jigs produced or acquired by Company for the manufacture or installation of articles under this Agreement shall remain the property of Company.

22. **USE OF DESIGNS AND DATA.** Any knowledge or information, including drawings and data, which Company shall have disclosed or may hereafter be Company's confidential and proprietary information and Customer shall take any and all steps as are reasonable to protect the confidentiality of such information. Company does not grant Customer any reproduction rights or any rights to use such information.

23. **ELECTRIC POWER CONNECTION.** When electric is required for System operation, Customer will provide a separately fused (120 Vac, 60 Hz, 20 Amp) primary power with ground within 6 feet of control panel location. To assure uninterrupted service, this power should come from the main electric distribution center.

**24. SERVICES NOT INCLUDED.**

- a. All Plan Review and Permit Fees are not included unless otherwise noted.
- b. When labor price is submitted, it is based on all work performed during a five (5) day forty (40) hour work week. If overtime or premium time is performed, an additional charge will be made to the Customer. Normal work weeks are 7:30 a.m. to 4:00 p.m., Monday through Friday, except Company holidays.
- c. Unless otherwise specifically provided in the Proposal, Customer agrees to do all necessary patching of masonry work; painting, carpentry work and the like.
- d. Customer shall also provide a wiring, conduit and labor to connect the provided pressure switches to an equipment to be turned on or off such as alarms, motors, conveyors, fans or cooking equipment.
- e. Customer shall also provide necessary hardware and linkage to permit automatic closing of doors, windows, duct dampers, etc, upon actuation of any provided pressure release trip device. Unless specifically indicated in the Proposal, services do not include costs for any discharge or concentration tests required by approval authorities.
- f. No provision to exhaust any discharged agent is included in this Proposal.
- g. Should an employee of Company be required to attend a "right to know" session at Customer's location, a surcharge will be added to the final invoice.

**25. MECHANICS' LIEN NOTICE.** Where Company is a subcontractor, the Customer acknowledges, agrees and personally accepts service of this Agreement on behalf of the owner of the real property at which the System is to be installed as Company's preliminary notice of Company's intention to file a Mechanic's Lien if and when Company is not paid. The subcontractor is the Company, and the contractor is the Customer, and the amount claimed will be the balance due under this Agreement, and any amendments or change orders as of the date of filing a mechanics' lien claim. Customer agrees to promptly notify the owner of the premises on which work is to be performed of this Mechanics' Lien Notice.

**26. AGREEMENT MODIFICATION.** No terms or conditions, other than those stated herein, and no agreement or understanding in any way of modifying the terms and conditions herein stated, shall be binding upon Company or Customer unless made in writing and signed by Company and Customer.

**27. PREVAILING WAGE.** Company must pay Prevailing Wage.



28.  
31.

**ELECTRONIC DOCUMENTS:** Company hereby gives notice of its right to convert this Agreement to electronic format and retain this Agreement solely in an electronic format. Company may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the right and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

**Acknowledgement:**

Customer, by his signature below, acknowledges that he has read these statements, understands them and agrees to be bound by them. The Customer further understands that Reliable Fire Equipment Company dba Reliable Fire & Security (herein referred to as "the Company") is not an insurer of lives and/or property and is relying upon the limitation(s) set forth in this document to determine the cost of services provided to you.

Employer Identification No. of Customer:	[REDACTED]
Print Customer Name	ORLAND PARK PUBLIC LIBRARY
Address of Customer	14921 RAVINIA AVE.
Print Name of Signer	MARY K. WEIMAR
Sign & Date Here By:	[REDACTED] 8/23/17

[REDACTED] 22 August 17  
Reliable Fire & Security Date

Q:\QuoteWerks\Literature\Terms and Conditions - Installations or Discrepancies with Reliable Installation Labor or Sub Contract Installation Labor 1.20.16