



PROJECT PROPOSAL (DESIGN-BUILD)

Installation of UV Lights in AHU-1&2
Orland Park Library
v 201112.1357

Date: November 12, 2020

Attn: Steve Newman / Maintenance Manager
To: Orland Park Library
Address: 14921 Ravinia Ave
Orland Park, IL 60462
Office #: 708.428.5133
Cell #: 708.426.9864
Email: sneyman@orlandparklibrary.org

Proposal #: OPL.PP.201106A

Salesperson: Fred Valentini
From: Thermosystems, LLC
Address: 960 N. Industrial Drive, Unit 1
Elmhurst, IL 60124
Office #: 630.616.8600
Cell #: 708.955.3232
Email: fvalentini@thermohvac.com

Thermosystems, LLC. respectfully submits the following solution for your review and approval for:

Project: **Installation of UV Lights in AHU-1&2**

We will provide Labor and Materials to perform the following Scope of Work:

SCOPE OF WORK ITEMS:

- Mobilize site and check-in with facility staff.
- Shutdown the air handlers; lock out tag out.
- Install (5) RLM lamps and mounting bracket, before the coiling coil in both AHU's.
- Install (5) RLM lamps and mounting bracket, down stream of the coiling coil in both AHU's.
- Install UV ballast and wire to the lamps.
- Supply and install an interlocking toggle door switch on each AHU.
- Connect into customer supplied 110V electrical.
- Start-Up and Test Equipment.
- Clean-up work area and check-out with facility staff.

EXCEPTIONS AND EXCLUSIONS:

- This proposal does not include any applicable taxes.
- This proposal does not include any applicable permits and/or associated fees.
- All work to be performed during normal business hours (7:00 am - 3:30 pm, Monday - Friday).
- This work is quoted to the best of our ability and the foreseen labor and/or materials are included in this proposal.
- Any unforeseen and/or additional items beyond this scope of work will be quoted for additional review/approval.
- Customer to supply 110V electrical at the UV lamp locations.

SEE BELOW FOR THE FOLLOWING ITEMS:

- Investment Amount
- Proposal Expiration Date
- Billing and Payment Terms
- Acceptance and Approval
- Terms and Conditions



PROJECT PROPOSAL (DESIGN-BUILD)

Installation of UV Lights in AHU-1&2

Orland Park Library

v 201112.1357

INVESTMENT AMOUNT:

	Base Cost:	\$	26,078
Customer Discount:	-5.00%	\$	(1,304)
Total Investment:		\$	24,774

PROPOSAL EXPIRATION DATE: December 12, 2020

BILLING & PAYMENT TERMS:

- 1.0 Billed in full, upon completion of the work.
- 2.0 All Billings are due immediately upon receipt.
- 3.0 Pricing and acceptance are based on the Terms & Conditions, as noted below.

Please, feel free to contact me with any questions or concerns regarding the information contained in this proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO#, if applicable) and return a copy by email, fax or mail so that we can begin to mobilize our efforts to complete the project as quickly as possible. We greatly appreciate the opportunity to provide you with this solution and look forward to working with you on this and other projects in the future.

Best Regards,
THERMOSYSTEM, LLC.

Fred Valentini

Account Manager
708.955.3232
fvalentini@thermohvac.com

CUSTOMER PROPOSAL ACCEPTANCE:

ACCEPTED BY:

Steve Newman / Maintenance Manager

[Redacted Signature]

Signature

11-17-20

Date

Customer PO #



PROJECT PROPOSAL (DESIGN-BUILD)

Installation of UV Lights in AHU-1&2

Orland Park Library

v 201112.1357

TERMS & CONDITIONS:

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Thermosystems. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Thermosystems.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date show on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Thermosystems's credit department. Terms of payment will be per the Illinois Local Government Prompt Payment Act. Should payment become more than 30 days delinquent, Thermosystems may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Thermosystems reserves the right to add to any account outstanding more than 30 days interest at 1 1/2% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Thermosystems including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Thermosystems determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Thermosystems shall inform Customer of the equipment condition and remedy. Thermosystems shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in the Maintenance Agreement, the customer shall receive forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the Maintenance Agreement or set forth in the notice of adjustment.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Thermosystems upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Thermosystems's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Thermosystems, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Electronic Email Transmission, or Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Thermosystems, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Thermosystems is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Thermosystems may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Thermosystems shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Thermosystems any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.



PROJECT PROPOSAL (DESIGN-BUILD)

Installation of UV Lights in AHU-1&2

Orland Park Library

v 201112.1357

TERMS & CONDITIONS: (CONTINUED)

10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Thermosystems and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Thermosystems shall have the right to suspend its work at no penalty to Thermosystems until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Thermosystems reserves the right to engage others in a subcontractor status to perform the work hereunder.

11. Customer agrees to provide Thermosystems personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Thermosystems shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Thermosystems.

12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Thermosystems.

13. In the event that Thermosystems is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Thermosystems's control, Customer shall pay Thermosystems for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Thermosystems rates for performing such services.

14. Thermosystems shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Thermosystems, Thermosystems shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.

15. Thermosystems shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of Thermosystems. ~~In no event will Thermosystems's liability for direct or compensatory damages exceed the payment received by Thermosystems from customer under the instant agreement.~~

16. Thermosystems extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Thermosystems expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific Services done by Thermosystems. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. These warranties are in lieu of all other warranties, expressed or implied, including, but not limited to, those of merchantability and fitness for specific purpose, which are hereby specifically disclaimed.

17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.

18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Illinois.