

MidwestMechanical

Building Efficiency and Sustainability



A Service Logic Company

Proposal for:

Pleasantdale School District 107

**Indoor Air Quality Improvements at
Middle School and Elementary School**

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

INSTALLATION PROPOSAL

By and Between:

Contractor Performing Work:

Midwest Mechanical Group, Inc.
801 Parkview Boulevard
Lombard, IL 60148

Customer:

Pleasantdale School District 107
7450 S. Wolf Rd.
Burr Ridge, IL 60527

PROJECT LOCATION:

Pleasantdale Middle School
7450 S. Wolf Rd.
Burr Ridge, IL 60527

Pleasantdale Elementary School
8100 School St.
LaGrange, IL 60525

PROJECT DESCRIPTION: Indoor Air Quality Improvements at Elementary and Middle School
RQN number: 2023-1813589852

Date: 6/1/23

We are pleased to offer our proposal to furnish, supply and install the specified scope of work for Pleasantdale Elementary and Pleasantdale Middle Schools as outlined below:

OUR PROPOSAL INCLUDES THE FOLLOWING SCOPE OF WORK:

Midwest Mechanical proposes to upgrade mechanical and control systems at Pleasantdale Elementary School and Pleasantdale Middle School. *This work will be implemented during the District's summer break after the 2023-2024 school year.* The proposed scope of work includes the following:

General

- Provide all necessary stamped engineering drawings for HVAC and controls work. Structural design drawings by a 3rd party licensed structural engineer are included.
- Secure all necessary permits required by the local Regional Office of Education.
- Provide all necessary Project and Construction Management and coordinate all site activities associated with the project.
- Provide off site storage of equipment with a *maximum storage time of six months.*

- Provide floor protection of staging and hallway work areas. Areas used for staging to store and prep new equipment prior to installation will be coordinated with the District prior to the start of construction.
- Provide off-site disposal for demolished HVAC equipment.
- Fill and vent new sections of hydronic systems. Whole draining and fill of system is not included.
- Provide air side and hydronic balancing of new HVAC systems as described below.
- Provide necessary technical check-out, start-up, commissioning and testing of new equipment to ensure proper operation.
- Provide support to the District in obtaining applicable utility incentives based on the HVAC energy efficiency.
- Provide project close-out paperwork including warranty letters, as-built drawings and Operations and Maintenance manuals on all new equipment.
- Provide removal and reinstallation of ceilings as required for associated piping, sheet metal and electrical work. Ceiling tile damaged during construction will be replaced. New ceiling tile will conform to the District standard.
- Major equipment and material such as air handling units, rooftop units, pumps, and controls will conform to District standards. Equipment selections to be submitted to the District prior to equipment and material order.
- Existing HVAC equipment not listed below will remain and be reused.
- Existing fire alarm, life safety, AV, IT, and sprinkler systems will remain. Modifications, upgrades, or replacement of existing fire alarm, life safety, AV, IT, and sprinkler systems is not included in scope.
- Moving, off-site storage, protection, security, and cleaning of existing building furnishings, equipment, computer systems and educational materials will be the responsibility of the District.
- Provide the District with three copies each of Mechanical Drawings, Control/BAS drawings, balancing and commissioning reports, and product manuals.

Pleasantdale Elementary School – HVAC

Install New Dedicated Outdoor Air Systems (DOAS) for Classroom Areas

Design, furnish and install new dedicated outdoor air system (DOAS) rooftop unit to provide ventilation to the classroom areas of the building as described below:

- Install four (4) new package rooftop air handling units with DX cooling and gas heat. New units to be located on the roof above the associated classroom sections being served.

DOAS	Area Served
DOAS-1	West classroom area, first and second floors, (7) rooms
DOAS-2	North classroom area, first and second floors, (11) rooms
DOAS-3	South classroom area, first and second floors, (12) rooms
DOAS-4	Central classroom area, first floor, (4) rooms

- Provide new roof curb and tie into existing roofing system as required. Provide structural analysis and supporting system as required.

- Provide new supply and return ductwork. Ductwork mains and branch ducts will be above drop ceilings and distributed to the new induction units. Provide new supply and return outlets and transfers as required.
- Drywall soffits will be installed to accommodate vertical drops and ductwork in areas where there is no ceiling space.
- Provide six (6) fire dampers at the mechanical shaft penetrations with duct access doors.
- Provide thirty four (34) cooling only VAV boxes for the classroom areas. Boxes will be supplied with factory mounted controls with BACnet interface.
- Provide gas supply to new roof top unit.
- Provide coring, cutting, and patching as required.
- Provide crane, rigging, and scaffolding as required.
- Provide tie into digital control system.
- Provide electrical work as detailed below:
 - Provide power feed to new rooftop unit. Provide circuit breakers and local disconnects as required. Provide new subpanel. Subpanel location to be determined in the field.
- Provide balancing as described below:
 - Provide air balancing to new rooftop units.
 - Provide air readings at each new VAV box

Install New Induction Units in classrooms (see attached drawing)

Design, furnish and install new induction units to provide heating, cooling and ventilation to the new District Office and Academic areas of the building as described below:

- Remove thirty four (34) existing unit ventilators serving the classrooms in the academic areas being served by new DOAS units.
- Provide sixty three (63) new induction units with two-pipe hot-chilled water coil. Units will be supplied with factory enclosures, cabinets, and vertical duct chases. Controls valves will be added to existing hydronic piping. Units will be located on the outside wall.
- Infill with insulation and cover existing outside air openings. Existing outside louvers will be abandoned in place.
- Modify flooring as required in areas where the unit ventilator is removed to accommodate new induction units. Flooring work will be reviewed with District prior to installation.
- Provide new sheet metal supply ductwork to serve induction units.
- Provide two-pipe distribution piping and connect to new induction units. Existing piping will be reused when possible.
- *Existing heating plant system (boilers, pumps, specialties) and chilled water system (chiller, specialties) will be reused.*
- Provide new supply and return outlets and transfers as required.
- Provide coring, cutting, and patching as required.
- Provide rigging, and scaffolding as required.
- Provide electrical work as detailed below:
 - Disconnect power feed to existing unit ventilators
 -
- Provide balancing as described below:
 - Provide hydronic balancing to new induction units.

Replace Rooftop Air Handling Unit serving the Main Office

Design, furnish and install new single zone rooftop air handling systems to serve the Main Office as

described below:

- Remove one (1) existing rooftop air handling unit located on the roof above the Main Office. Refrigerant will be captured and properly disposed.
- Provide one (1) new package rooftop air handling units with DX cooling and gas heat. New unit to be located on existing curb. New unit will contain DX cooling, gas heat, supply and return fans, economizer section and CO2 demand control ventilation capability. Unit will be supplied with factory mounted controls with BACnet interface.
- Provide crane rigging to remove existing and set new rooftop air handling unit.
- Provide new roof curb adaptor and tie into existing roofing system as required.
- Unit will be reconnected to existing sheet metal supply and return ductwork transitions serving the main office area.
- Provide digital controls to air handling unit and tie into digital control system.
- Provide electrical work as detailed below:
 - Disconnect power feed to one (1) existing air handling units.
 - Reconnect power feed to new rooftop air handling unit.
- Provide air balancing for air handling unit. Balancing will take place at the unit.

Install new Principal's Office mini-split system

Design, furnish and install new mini-split heating-cooling system to serve the principal office areas as described below:

- Remove existing unit ventilator serving the principal's office. Disconnect and cap piping serving the unit ventilator. Infill with insulation and cover existing outside air opening. Existing outside louver will be abandoned in place.
- Provide new mini-split unit and energy recovery ventilator (ERV). Unit will be provided with DX cooling and heat pump capabilities and integral condensate pump. Evaporator unit will be ceiling or wall mount. New condensing unit will be located on roof above the evaporator unit. ERV units will be ceiling mount.
- Provide insulated refrigerant line sets for new units.
- Provide fresh air ductwork for ERV and ventilation ductwork between ERV and evaporator units.
- Provide cutting, coring, patching as required
- Provide roof rails or curbs for new condensing unit as required. Provide roof tie-in, flashing, and patching as required and associated line sets, ductwork, and conduit runs.
- Provide new local thermostat for new unit. *Unit will have standalone control and not connect to existing BAS.*
- Provide electrical work as detailed below:
 - Provide power feed to new mini-split unit and ERV.
 - Provide circuit breakers and local disconnects as required.

Replace existing Rooftop Air Handling serving the Gymnasium

Design, furnish and install new rooftop air handling system to serve the Gymnasium as described below:

- Remove one (1) existing rooftop air handling unit located on the roof adjacent to the Gymnasium. Refrigerant will be captured and properly disposed.
- Provide one (1) new package rooftop air handling units with DX cooling and gas heat. New unit to be located on existing curb. New unit will contain DX cooling, gas heat, side discharge, supply fan, economizer section and CO2 demand control ventilation capability. Unit will be supplied

with factory mounted controls with BACnet interface. Existing hot water coil pump will be removed and piping capped.

- Provide crane rigging to remove existing and set new rooftop air handling unit.
- Provide new roof curb adaptor and tie into existing roofing system as required.
- Provide new side discharge insulated sheet metal supply and return ductwork transitions as required. Existing ductwork outside and in the gymnasium will remain and be reused.
- Provide digital controls to air handling unit and tie into digital control system.
- Provide electrical work as detailed below:
 - Disconnect power feed to one (1) existing air handling units and hot water coil pump.
 - Reconnect power feed to new air handling unit.
- Provide air balancing for air handling unit. Balancing will take place at the unit.

Install new VRF / ERV systems for Art/Music area

Design, furnish and install new split system VRF heating-cooling system to serve the Art Music classroom areas as described below:

- Remove six (6) existing unit ventilators serving the classrooms and small offices on the northeast section of the school. Disconnect and cap piping serving the unit ventilators. Infill with insulation and cover existing outside air openings. Existing outside louvers will be abandoned in place.
- Provide six (6) new cassette units and one (1) condensing unit. Units will be provided with DX cooling and heat pump capabilities and integral condensate pump. Evaporator units will be ceiling or wall mount. New condensing unit will be located on roof above the evaporator unit. Provide one (1) new ERV unit to provide ventilation to the areas serviced by the VRF system. ERV will be ceiling mount.
- Provide insulated refrigerant line sets for new units.
- Provide fresh air ductwork for ERV and ventilation ductwork between ERV and evaporator units.
- Provide cutting, coring, patching as required
- Provide roof rails or curbs for new condensing unit. Provide roof tie-in, flashing, and patching as required and associated line sets, ductwork, and conduit runs.
- Provide new local thermostat for new units. Provide digital controls and tie into digital control system.
- Provide electrical work as detailed below:
 - Provide power feed to new VRF system and ERV.
 - Provide circuit breakers and local disconnects as required.

Pleasantdale Elementary School – Building Automation System

Install New Building Automation System

Upgrade existing building automation System at Pleasantdale Elementary School as described below:

Front End

- Install a JACE for access to the new BACnet network.
- Network cable, IP and email settings will be provided by others.
- Create graphics to match the equipment being controlled.
- Provide customer training on the new system.

Gym Unit

- Install new Johnson Controls BACnet controller.
- Install new temperature sensors, status devices and relays.
- Reuse existing damper and control valve actuators.
- Reuse existing control wiring.
- Run new BACnet communication to nearest BACnet device. Wiring will follow existing LON communication wiring.
- Program and commission operation.

RTUs (Library/Principal/Multipurpose)

- Install new Johnson Control BACnet thermostat.
- Install a discharge air sensor and fan status.
- Run new BACnet communication to nearest BACnet device. Wiring will follow existing LON communication wiring.
- Program and commission operation.

VRF and ERV (Typical of 6)

- Integrate the new VRF / ERV systems via factory installed BACnet card.
- Install new wall mount space temperature sensors and pull new wiring.
- Run new BACnet communication to nearest BACnet device. Wiring will follow existing LON communication wiring.
- Program and commission operation.

Boiler Plant

- Install a Johnson Control BACnet controller.
- Install new temperature sensors, status devices, and relays.
- Reuse existing control wiring and actuators.
- Run new BACnet communication to nearest BACnet device. Wiring will follow existing LON communication wiring.
- Program and commission operation.

Chiller Plant

- Install a Johnson Control BACnet controller.
- Install new temperature sensors, status devices, and relays.
- Reuse existing control wiring and actuators.
- Run new BACnet communication to nearest BACnet device. Wiring will follow existing LON communication wiring.
- Program and commission operation.

DOAS Units (Typical of 4)

- Integrate the new unit via factory installed BACnet card.
- Run new BACnet communication wiring to the nearest BACnet device.
- Program and commission AHU operation.

Classroom VAV Controller and Induction Units (Typical of 34 spaces)

- Install a Johnson Control BACnet controller to monitor the room airflow.

- Install new space temperature sensors and control valve.
- Program and commission new controller for proper operation.
- Run control power from nearest source.
- Run new BACnet communication wiring to nearest BACnet device. Wiring will be run free air in the ceiling using bridal rings.

General

- All communication wiring will be reused. Any wiring issues will be addressed separately from this scope of work.
- Network IT connections and access to be provided by the District.
- HVAC equipment purchased with BACnet cards, will be integrated into the control/BAS system
- All Control Panels will be labeled and will contain control diagrams with an index.

Pleasantdale Middle School – HVAC

Replace Air Handling Unit serving the Main Office

Design, furnish and install new single zone air handling system to serve the Main Office as described below:

- Remove one (1) existing air handling unit located in the mechanical room near the main office and associated condensing unit on the roof above the Main Office. Refrigerant will be captured and properly disposed.
- Provide one (1) new air handling units with DX cooling and hot water heat. New unit to be located on existing pads. New unit will contain DX cooling, hot water heat, supply fan, and damper sections.
- Air Handling Unit will be reconnected to existing sheet metal supply and return ductwork transitions with in the mechanical room.
- Provide new DX condensing unit. New unit will be location on existing roof rails.
- Provide crane rigging to remove existing and set new rooftop condensing unit.
- Provide insulated refrigerant line sets for new units.
- Provide digital controls to air handling unit and tie into digital control system.
- Provide electrical work as detailed below:
 - Disconnect power feed to existing air handling unit and condensing unit.
 - Reconnect power feed to new air handling unit and condensing unit.
- Provide air balancing for air handling unit. Balancing will take place at the unit.

Pleasantdale Middle School and Administration Building – Building Automation System

Install New Building Automation System

Upgrade existing building automation System at Pleasantdale Middle School and Administration Building as described below:

Front End

- Install a JACE for access to the new BACnet network.
- Network cable, IP and email settings will be provided by others.
- Create graphics to match the equipment being controlled.

- Provide customer training on the new system.

AHUs (typical for 8)

- Install new Johnson Controls BACnet controller.
- Install new temperature sensors, status devices and relays.
- Reuse existing damper and control valve actuators.
- Reuse existing control wiring.
- Program and commission operation.

Miscellaneous Library Points

- Install new Johnson Controls BACnet controller.
- Install new temperature sensors and relays.
- Reuse all control and power wiring.
- Program and commission operation.

Lighting

- Install new Johnson Controls BACnet controller.
- Install new tempera relays.
- Reuse all control and power wiring.
- Program and commission operation.

Boiler Plant

- Install a Johnson Control BACnet controller.
- Install new temperature sensors, status devices, and relays.
- Reuse existing control wiring and actuators.
- Program and commission operation.

Chiller Plant

- Install a Johnson Control BACnet controller.
- Install new temperature sensors, status devices, and relays.
- Reuse existing control and power wiring.
- Program and commission operation.

Blue Room RTU

- Install a Johnson Controls BACnet thermostat.
- Install a discharge air sensor and fan status current sensor.
- Program and commission operation.

RTU-1

- Integrate existing RTU via internal BACnet card.
- Reuse existing control wiring and power wiring.
- Program and commission operation.

VAV Controllers (Typical of 41)

- Install a Johnson Control BACnet VAV controller.

- Install new space temperature and discharge temperature sensors.
- Install control valve for perimeter heat control.
- Reuse existing control and power wiring.
- Program and commission new controller for proper operation.

Tech Room Univent

- Install a Johnson Control BACnet controller.
- Install new temperature sensors, status devices and relays.
- Reuse existing control and power wiring.
- Program and commission new controller for proper operation.

Miscellaneous Exhaust Fans

- Install new Johnson Controls BACnet controller.
- Install new status devices and relays.
- Reuse all control and power wiring.
- Program and commission operation.

HV-1, HV-3

- Install a Johnson Control BACnet controller.
- Install new temperature sensors, status devices and relays.
- Reuse existing actuators, control, and power wiring.
- Program and commission new controller for proper operation.

CUHs (typical for 2)

- Install a Johnson Control BACnet controller.
- Install new temperature sensors, status devices and relays.
- Reuse existing control and power wiring.
- Program and commission new controller for proper operation.

RTU-6

- Install a Johnson Control BACnet controller.
- Install new temperature sensors, status devices and relays.
- Reuse existing control and power wiring.
- Program and commission new controller for proper operation.

Baseboard heaters (typical for 32)

- Install a Johnson Control BACnet controller.
- Install new temperature sensors, status devices and relays.
- Reuse existing control valve and power wiring.
- Program and commission new controller for proper operation.

General

- All communication wiring will be reused. Any wiring issues will be addressed separately from this scope of work.
- Network IT connections and access to be provided by the District.

Exclusions and Clarifications

1. *No asbestos abatement work*
2. *No HVAC modification or work on systems or equipment outside the area listed above.*
3. *Project includes payment and performance bond*
4. *No fire alarm, sprinkler, or life safety work*
5. *No general contracting work such as painting, flooring, millwork, or floor tiling unless specified above.*
6. *No hydronic balancing of systems unless specified above.*
7. *No cleaning services.*
8. *In observance of current factory production and material distribution volatilities, Midwest Mechanical can only guarantee the firm pricing and/or lead time estimations (as stated within) for a period of 20 business days from the date of this proposal. As such, any authorizations to proceed which are received beyond this time period may be subject to a revised final contract pricing and/or lead time projection to reflect market conditions at the time of The Customer's acceptance.*

PRICING SUMMARY:

The price for above scope of work and materials is..... \$3,487,864.00

Terms of Payment:

The terms of payment for this project 25% upon approval, remaining amount will be billed based on progress. 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

Daniel T. 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, including but not limited to attorney's fees, 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:
