



December 21, 2010

Mr. Richard Boehm
Village of Palos Park
8999 W. 123rd Street
Palos Park, IL 60464

RE: Kaptur Center Open HVAC Issues

Dear Mr. Boehm:

Below you will find an updated list of the repairs that need to be performed on various pieces of equipment located at your facility. The pricing has been updated as of the date of this letter.

Lower Boiler

- Replace inoperative tridicator (pressure / temperature gauge) - \$350.00
- Replace corroded burners and hot surface igniter - \$1,625.00

AHU #1

- Repair outdoor / return air damper bracket due to screws that mount it being stripped and allowing movement in dampers - \$500.00
- Install trap in condensate line to prevent air from being sucked into condensate pan and blocking drainage - \$350.00
- Inspect safety circuit wiring to determine why system does not shut down blower in the event of a problem with the system – Estimated \$3,000.00
- Replace inoperative LCD displays for the return and supply air fan variable frequency drives - \$900.00

AHU #2

- Repair outdoor / return air damper bracket due to screws that mount it being stripped and allowing movement in dampers - \$500.00
- Replace outdoor / return air damper actuator that is inoperative - \$2,000.00
- Inspect safety circuit wiring to determine why system does not shut down blower in the event of a problem with the system – Estimated \$3,000.00
- Replace inoperative LCD displays for the return and supply air fan variable frequency drives - \$900.00
- Replace inoperative heating pump - \$1,445.00

AHU #3

- Install trap in condensate line to prevent air from being sucked into condensate pan and blocking drainage - \$350.00



- Inspect safety circuit wiring to determine why system does not shut down blower in the event of a problem with the system - Estimated \$3,000.00
- Replace inoperative LCD displays for the return and supply air fan variable frequency drives - \$900.00

General Issues

- Seal low pressure duct with duct sealer to prevent air from being leaked into attic space. This would be done on a Saturday when the system can be left off - \$3,950.00
- Inspect pump starters to try and determine why they do not shut down the main loop pumps during an over-ampereage condition which could damage the pumps - \$2,000.00
- Replace fourteen (14) heating valve actuators that are known to be broken - \$5,250.00
- Replace six (6) VAV box controllers throughout the building that are known to be inoperative and non-responsive - \$10,500.00
- Replace Tekmar boiler control to properly stage boilers and pumps - \$3,600.00
- Relocate outdoor air sensors for control system to an area not affected by discharge from ACC#1 - \$1,800.00
- Wire in hot water heater and recirculating pump to temperature control system as called for in the original system drawings - \$3,400.00

The total price for the repairs listed above is **\$49,320.00 (Forty Nine Thousand Three Hundred Twenty and 00/100 Dollars)**. Please note that this includes an estimated \$9,000.00 to determine the problems with the safety circuits for all three AHU's. We cannot provide firm pricing for this aspect as unknown issues may present themselves after we start work. We will do everything we can to keep under this estimated price to repair the problem, however, if we feel we cannot complete the task under the estimate or if any additional problems arise, we will notify you of the situation and you can direct us on how to proceed.

All parts and materials supplied by C.A. Hayes Mechanical, Inc. to perform any work under this proposal carry a warranty as defined by the manufacturer of said parts or materials for the period defined by the manufacturer of said parts or materials (typically one (1) year). C.A. Hayes Mechanical, Inc. will provide labor to replace parts or materials deemed defective from the manufacturer for the length of the warranty from the manufacturer, but no more than one (1) year. C.A. Hayes Mechanical will also provide a warranty for any defects in workmanship for a period of one (1) year from the date of completion.

If you have any questions, please feel free to call.

Sincerely,

Patrick Pedota



STANDARD TERMS AND CONDITIONS

1. All work provided under this proposal will be performed during normal business hours Monday through Friday unless otherwise stated in this proposal. Any labor performed outside of normal business hours will be invoiced at the applicable overtime rate.
2. Reasonable access to all work areas must be permitted and provided. C.A. Hayes Mechanical, Inc. will be allowed to start and stop equipment as necessary to perform the work included in this proposal. C.A. Hayes Mechanical, Inc. will be permitted use of existing facilities and building services.
3. Under no circumstances will C.A. Hayes Mechanical, Inc. be responsible for loss of use, loss of profits, increased operating or maintenance expenses, claims of purchaser's occupants, or any special, indirect or consequential circumstances.
4. C.A. Hayes Mechanical, Inc. will not be liable for delays or failure due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of God or any cause beyond reasonable doubt.
5. C.A. Hayes Mechanical, Inc. will not be responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this proposal.
6. C.A. Hayes Mechanical, Inc. will not be required to furnish any items of equipment, labor or make special tests recommended or required by insurance companies, federal or state municipalities or other authorities except otherwise noted in this proposal.
7. C.A. Hayes Mechanical, Inc. will not be held responsible for disarming, disabling, altering or otherwise changing any life safety systems anywhere on purchaser's property in order to perform any work contained within this proposal.
8. In the event that either party must commence a legal action in order to enforce any rights under this proposal, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
9. C.A. Hayes Mechanical, Inc. will not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages.
10. C.A. Hayes Mechanical, Inc. shall not be liable for any loss by reasons of strikes, labor troubles affecting its employees who perform the work called for herein, delays in transportation, delays caused by priority, preference rating, orders, regulations established by any government authority, unusual delays in procuring supplies or for any other cause beyond our reasonable control.
11. Only C.A. Hayes Mechanical, Inc.'s personnel or agents are authorized to perform the work included in the scope of this proposal. C.A. Hayes Mechanical, Inc. may at its option, choose to cancel or waive its obligations under this proposal should any non-authorized individuals perform such work.
12. This proposal and all rights hereunder shall not be assignable unless approved by C.A. Hayes Mechanical, Inc.
13. C.A. Hayes Mechanical, Inc.'s scope of work shall not include the identification, detection, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event that C.A. Hayes Mechanical, Inc. encounters such material in performing its work, C.A. Hayes Mechanical, Inc. will have the right to discontinue work and remove its employees until the hazard is corrected or it is determined that no hazard exists.
14. This proposal contains the entire contract and the parties hereby agree that this proposal has been agreed to and the entire proposal is then accepted and approved by an authorized agent for both parties, and no statement, remark, agreement or understanding, oral or written, not contained within, will be recognized or enforced.
15. Purchaser agrees that any purchase order issued by purchaser, in accordance with this proposal, is intended only to establish payment authority for purchaser's internal accounting purposes. No purchase order shall be considered a counteroffer, amendment, modification or other revision to the terms of this proposal. No term or condition included in the purchase order will have any force or effect.
16. Should this proposal wish to be cancelled, it must be done so in writing. All cancellations must be sent via certified mail through the U.S. Postal Service.
17. Should this proposal be cancelled, purchasing party will be responsible for all charges related to cancellation, including but not limited to, labor for work already performed, material already supplied, restocking fees, incoming freight charges, return freight charges, special order material or non-returnable material. All charges will be invoiced to purchasing party on a time and material basis.
18. Permits and permit drawings are not included in this proposal.
19. Payment terms are due upon receipt unless otherwise noted in this proposal.
20. All applicable sales tax has been included.
21. Any work found necessary other than what is outlined and approved within this proposal will be performed on a time and material or quoted basis and invoiced accordingly.
22. This proposal shall remain valid for thirty (30) days.
23. Due to the current market for piping material and the increasing costs of these materials, we are unable to guarantee the pricing of these materials in this proposal for more than twenty-four (24) hours. Any increase in the cost of these materials will be billed in addition to the quoted price in this proposal.
24. Due to the current market for refrigerants and the increasing costs associated with these materials, we are unable to include in this proposal pricing for any refrigerant that is necessary to complete the work outlined in this proposal. Any refrigerant that is used will be billed in addition to the quoted price in this proposal unless otherwise noted in this proposal.
25. Due to the uncertainty of shipping costs, we are unable to include in this proposal pricing for any shipping charges that may occur. Any shipping charges will be billed in addition to the quoted price in this proposal unless otherwise noted in this proposal.



PROPOSAL ACCEPTANCE

Prepared For
Village of Palos Park
8999 W. 123rd Street
Palos Park, IL 60464
708-671-3700

Total Price
\$49,320.00

(Forty Nine Thousand Three Hundred Twenty Dollars)

Payment Terms

Individual items are payable upon completion of those specific items.

This proposal is not an offer to furnish services or material, but when signed by an authorized agent of purchaser, at the place indicated below, it becomes purchaser's offer to buy the equipment and services described herein, at the prices and payment terms described herein and on the terms and conditions contained herein, which can be accepted following credit approval and only by written notice of acceptance signed by an authorized agent of C.A. Hayes Mechanical Inc.

PURCHASER

C.A. HAYES MECHANICAL INC.

The undersigned offers to purchase the services described herein, at the prices and payment terms described herein and on the terms and conditions described herein.

You are hereby notified that the undersigned authorized agent hereby accepts your offer based on this proposal and all conditions indicated herein.

BY: RB Boehm
TITLE: ADMINISTRATOR
DATE: 1/18/11

BY: JRJD
TITLE: SERVICE MANAGER
DATE: 1/24/11

COUNCIL APPROVED
12/13/10