

# **Proposal**

Title	Total Proposal #	Date		
Dehumidifier	240806-01	August 6, 2024 Quote Valid for 21 Days		
Reference/Project				

# Dehumidification for Roscoe Village Hall & Police Department

754 Southrock Drive - Rockford, IL 61102 ~ (815) 877-1743

To:	Roscoe Village Hall	Owner:	Roscoe Village Hall
Address:	10631 Main St.	Address:	
City/State/Zip:	Roscoe, IL 61073	City/State/Zip:	

Contact	Phone	Fax	Email
Mr. Darren Starnes	z. Darren Starnes 815-494-6350		Darrenstarnes.1@gmail.com

## Proposal is based bid documents as stated below

Drawings:	Specifications:
Architect:	Engineer:
Dated:	Addendum:

**Scope:** This proposal and the contract that results from mutual acceptance hereof include each of the terms and conditions at the end of this proposal and on any documents, drawings, and specifications attached hereto.

#### Base Bid:

- Furnish and install a centralized dehumidification unit below the joists and above the ceiling. Size, quantity, and location of units to be
  determined by Roscoe Village Hall.
  - AprilAire E100 100 pints per day based on 4000 5500 sq. ft. of space (Dependent on tightness of building structure)
  - AprilAire E130 130 pints per day based on 5200 7200 sq. ft. of space (Dependent on tightness of building structure)
- Furnish and install 5' of intake ductwork and 5' of exhaust ductwork back into the space.
- Furnish and install (1) intake grille and (1) exhaust grille in the drop ceiling.
- Furnish and install (1) condensate pump with vinyl drain tubing to the closest drain.
- Furnish and install (1) unit controller on the wall directly below the dehumidifier that it serves.
- Start up and check operation.

#### **Exclusions:**

Taxes or permit fees, power wiring or outlets, design or engineering fees, overtime or premium time.

**Disclaimer:** Total Plumbing & Heating is a company that specializes in HVAC installations but is not an engineering/design firm. Installation and use of equipment that is outlined in this proposal is a <u>suggestion</u> to solve a humidity problem and should be viewed as such.

AprilAire E100:	\$5,500.00 Per Unit	Terms:	Net 30 Days
AprilAire E130:	\$6,100.00 Per Unit	STD	
Tax:	Not Included	ALT	

This Proposal is not an offer to furnish equipment or services but when signed by the purchaser below, it becomes the purchaser's offer to buy the equipment and services described herein at the prices and on the terms and conditions indicated in this proposal, which can be accepted following a credit approval only by a written notice of acceptance signed by an officer of seller.

	Sincerely Yours, Heath E. Me	yers, Project Estimate	or	
Acceptance and Authorizat	ion: The above prices, specifications an	d all terms and conditi	ons are satisfactory and	are hereby
accepted. We offer	to buy and authorize you to do the wor	k as specified. Paymer	nt will be made as outline	ed.
Ву:	Title:	Date:	PO #:	
Sellers A	Acceptance: This proposal may be withd	rawn by us if not acce	pted in 30 Days.	
	The undersigned hereby accepts your	offer based on this pr	oposal	
Bv:	Title	Γ	ate:	

## **General Conditions**

The following conditions shall be considered a part of this contract.

- 1. Seller guarantees the equipment and workmanship of the apparatus furnished under this contract, and will replace or repair any defects, not due to ordinary wear and tear, or to improper use or maintenance, which may develop within one year from the date of completion. Seller further agrees to replace any refrigerant lost during that period, caused by defects in the installation, and not due to improper use or maintenance.
- 2. Seller's liability resulting from the design, manufacture, and erection of equipment, whether on warranties or otherwise, shall be limited to the cost of correcting defects in the installation, as further provided herein, in no event shall the seller be liable for consequential damages.
- 3. On delivery of the equipment by seller, or any part thereof, to the premises of the buyer, buyer shall assume risk of loss or damage to such equipment and shall cause same to be insured in all respects against loss or damage in an amount to protect the interest of the seller. Cost of insurance is to be paid by the buyer.
- 4. Unless otherwise agreed work shall be performed during regular working hours. If overtime is mutually agreed upon and preformed, the additional price, at the seller's usual rates, shall be added to the contract.
- 5. Buyer shall provide the seller's workman a safe place in which to work, and the seller shall have the right to discontinue work when, in the sellers opinion, this clause is being violated. Seller shall not be liable for any delay, loss, or damage caused by such delay
- 6. Buyer shall be responsible for structural ability of the premises to contain the equipment in the manner and location specified in the contract or shown on drawings, and the seller shall not be liable for any failure or damage resulting from such failure of premises due to such structural deficiency
- 7. In the event that material incorporated in this contract is for delivery and installation, and buyer is unable to receive same, Seller shall have the right to bill buyer for the amount of the material in accordance with the terms of the contract and also to provide suitable storage and insurance at the buyer's expense.
- 8. Seller shall not be held responsible or liable for any loss, damage detention, or delay caused by accidents, strikes, lockouts, or by any other cause which is unavoidable or beyond the seller's control.
- 9. Title to the equipment remains in the seller until payment of the entire purchase price and all sums due the seller under this contract are fully made. All equipment, whether affixed to the reality or not, shall remain personal property and be deemed serviceable without injury to the free hold. Buyer shall do whatever may be required to maintain the seller's title.

In the event of default of payment or any installment or failure to perform any terms or conditions of their contract, or in the event that a proceeding bankruptcy or insolvency be instituted by or against the buyer, or if equipment is misused, illegally used, or imperiled, then at seller's option the entire unpaid balance shall become immediately due and payable without notice or demand and in such case seller may enter the premises and retake, remove, and hold or resell the equipment or any part thereof at either private or public sale. If the unpaid balance plus interest is not satisfied by the proceeds of such sale after deducting the expense of retaking, repairs necessary to place the equipment in sellable condition, storage, taxes, liens, attorney's fees and other expenses in connection therewith, buyer shall pay any deficiency as liquidated damages for breach of this contract. Seller shall retain all lien rights upon premises on which the installation is made, to the extent of the unpaid balance, until final payment is made.

- 10. Should the seller be delay by reason of any default on the part of the buyer of the terms and conditions of this contract, the entire contract price, less payment theretofore made, shall become due, and shall bear interest at the full legal rate from the date of billing.
- 11. Any price or prices herein set forth shall be increased in an amount or amounts equal to the tax or taxes which may be assessed on the equipment supplied hereunder, or which may be due or become due by the seller, or which the seller may be required to pay with respect to this contract as a result of any excise, sales, use, occupation, or similar tax not in effect but hereafter imposed or made effective by the United states Government or any State or local government.
- 12. Upon completion of the installation, seller shall fully instruct buyer in the regard to operation and maintenance. If for a period of eight months immediately after the equipment supplied hereunder is installed, Buyer fails to notify seller in writing of any claim that the said equipment as supplied does not fulfill the terms and conditions of this contract, specifying in what particulars it fails, this shall be an acknowledgement by the buyer that said equipment as supplied does fulfill said terms and conditions, and shall constitute a complete acceptance of the installation.

If buyer claims that the plant does not fulfill the terms and conditions of the contract he shall notify seller in writing the this effect, specifying in what particular it fails. A responsible length of time shall them be allowed to remedy any defects or deficiencies that may exist, or to demonstrate to buyer the capacity of the plant to fulfill the terms and conditions. If the plant then fails to fulfill the terms and conditions of the contract, seller may then remove the equipment upon refunding all moneys paid therefore, and thereafter no liability shall exist whatsoever in favor of either party as against the other and this contract shall thereupon be terminated.

- 13. Buyer shall keep the equipment free of taxes and encumbrances, shall not remove said equipment from the premises without written permission of seller, and shall not transfer an interest in said equipment or in this contract without written consent of seller until all payments due hereunder have been made.
- 14. Buyer shall not assign this contract or any rights there under without the seller's written consent.
- 15. Contractor's scope of work shall not included the identification, detection, abatement, encapsulation, or removal of asbestos, or product or materials containing asbestos or similar hazardous substances.

In the event that contractor encounters any such products or materials in the course of performing its work, contractor shall have the right to discontinue its work and remove its employee's from the project until such products or materials and any hazards connected there within are abated, encapsulated or removed, or it is determined that no hazard exist (as the case may require), and the contractor shall receive an extension of time to complete its work hereunder and compensation for delays encountered as a result of such situation and correction of same.

- 16. This proposal, when signed and accepted by the buyer, and approved by an authorized representative of Total Plumbing & Heating, shall constitute exclusively the contract between the parties, and all prior representations or agreements, whether written or verbal, not incorporated herein, are superseded.
- 17. This contract is not valid unless approved by a duly authorized representative of Total Plumbing & Heating.