



From | **Sendra Service Corp.**
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Quote No. | **0001099**
 Type | Installation
 Prepared By | Jerry Mendoza
 Created On | 10/11/2024
 Valid Until | 11/11/2024

Quote For | **City of Joliet**
 Union Station
 50 East Jefferson Street
 Joliet IL 60432

Description of Work

QUOTE# GM-04366

Sendra Service is pleased to propose a quotation for the following scope of work:

- Source and install one (1) Weil McLain 88 boiler with pump and circuit setter.
- Connect all applicable piping and wiring
- Complete start up on the boiler

General Clarifications:

- Existing boiler is to be removed and out of the way at the time of our arrival
- Customer to supply us with reasonable access to the job site and onsite parking
- All existing wiring and piping that was connected to the old boiler is to be in good shape to connect to.
- Existing stack to be adequate to adapt to the new boiler
- Existing feed water system to be adequate.
- Discovery work, or additional work outside of provided scope will not be performed without an executed change order.

Exclusions for the above project:

Taxes, Shipping Costs, Bonds, permits, inspection fees, any work outside scope of work, extra mobilizations, overtime/premium time, repair, or replacement of items designated to remain, existing valves not holding, any work not listed in scope, temporary heating/cooling, bringing existing system up to code, asbestos abatement, asbestos testing, demolition of equipment, electrical work/power wiring, building automation, low voltage wiring, gas meter adjustment, gas meter replacement, gas supply pressure change, cleaning filling and flushing, fire watch, venting the system, test and balance, insulation, glycol, glycol storing, glycol testing, glycol disposal chemical treatment, insulation jacketing, background checks, training courses, special safety equipment, confined space work, confined space rescue, R-stamp work, gas regulator venting, gas regulators, roofing, roof penetrations, dumpsters, coring, concrete work of any kind, water balancing.

Services to be completed

[Boiler] Location - Building

Boiler Install.

GRAND TOTAL **\$73,415.00**

Terms and Conditions

TERMS AND CONDITIONS

1. REMITTANCES - All invoices shall be due upon receipt and payable in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by Sendra Service Corporation (hereinafter called "Seller"). The Customer, if so requested, agrees to furnish Seller with all information necessary to make a proper credit appraisal, including financial statements, Tax ID number, bank account information, and credit references. A Customer's refusal to supply information may cause this proposal to be withdrawn. Terms of payment originally granted are

subject to the approval of continued credit status. Prices are subject to correction for error.

2. PROPOSALS - Proposals are based upon straight-time labor unless otherwise stated within the scope of the proposal. Any request by the Customer for overtime work shall be considered an extra to the proposal. This proposal expires 30 days after its date, subject to the provisions of the first sentence of the paragraph below entitled "Acceptance of Terms."
3. PROGRESS PAYMENTS - Seller reserves the right to invoice Customer monthly as the work progresses, for all labor and materials delivered to the job site or to an off-site facility and for all work performed on-site or off-site. Engineering, drafting, equipment procurement, and other mobilization costs incurred prior to installation shall be included in Seller's initial invoice and be equal to a minimum of twenty five percent (25%) of the contract price. Invoices are due upon receipt by Customer. If the Customer becomes overdue in any payment, Seller shall be entitled to suspend work, shall be entitled to interest at the rate of 1½% per month or the maximum permitted by the State of Illinois, and to avail itself of any other legal remedies. Seller shall also be entitled to interest on all amounts retained by Customer from progress payments or otherwise. Customer agrees that Customer will pay Seller for all reasonable legal fees that are incurred by Seller in the collection of amounts due and payable hereunder.
4. CANCELLATION AND SUSPENSION - Any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay Seller an appropriate cancellation or adjustment charge.
5. TAXES - The amount of any future sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated legally to pay, either on its own behalf or the Customer, with respect to the material covered by this proposal, shall be added to such prices and paid by the Customer.
6. LOSS, DAMAGE OR DELAY - Seller shall not be liable for any loss, damage, or delay occasioned by any cause beyond Seller's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES TO CUSTOMER FOR ANY REASON.
7. WARRANTY - Seller warrants that the equipment supplied and services furnished by it and covered by this proposal are free from defects in material and workmanship under normal use and service and, without charge, equipment found to be so defective in material or workmanship will be repaired or replaced, if written notice of failure is received by Seller within one (1) year after date of installation, provided said equipment has been operated in accordance with Seller's instructions and provided such defects are not due to abuse, fire or decomposition by chemical or galvanic action. THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, EXPRESS OR IMPLIED. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not manufactured by it.
8. PURCHASER'S REMEDIES - The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. IN NO EVENT SHALL SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OF IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES OR DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.
9. REMEDIES OF SELLER - Prior to the installation of the equipment and materials to be furnished and sold pursuant to this contract, title to said equipment and materials shall remain with the Seller, and, in the case of non-payment, Seller shall be entitled to any and all remedies of an unpaid seller under the Illinois Uniform Commercial Code, including the right of the seller to repossess said equipment and materials with or without legal process. After any or all of said equipment and materials have been installed pursuant to this contract, then as to that part of said equipment and materials which have been installed, and the labor and service related thereto, the Seller shall have the right to place a mechanic's lien against the premises where said equipment and material have been installed pursuant to the applicable statutes and law relating to mechanic's liens for the furnishing of labor and materials.
10. GOVERNING LAW - Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.
11. ACCEPTANCE OF TERMS - This proposal shall become a binding contract between the Customer and Seller when accepted in writing by signature of the Customer. Such acceptance shall be with mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order.
12. WRITING REQUIRED TO MODIFY TERMS - No waiver, alteration, or modification of the terms and conditions on this and the attached hereof shall be binding unless in writing and signed by an authorized representative of Seller.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____