



Aug 18th, 2022

Co Stars 008-E22-742

City of Allentown
735 Hamilton St.
Allentown PA

Quote# SB2022-77

Subject: City Hall- BAC Cooling Tower & Remote Tank Replacement

We are pleased to submit this proposal for (1) BAC Cooling Tower M# S15E-1285-07KN & (1) BAC 8840 Remote holding tank with associated process Piping

SCOPE OF WORK

- Installation of Temp. safety rail on roof
- Removal (Craning) of existing BAC Cooling Tower from Roof
- Repairs, as necessary, to roofing on equipment Piers
- Installation of (1) BAC M# S15E-1285 Cooling Tower
- Removal of concrete wall (approx.80 sq. ft.)
- Rigging and Craning of existing internal Process Tank
- Rigging and Craning of New Process Tank
- Reconstruction of Block Wall
- Roofing repair to site of Block removal
- Removal and disposal of existing Steel process piping between Tank and Tower
- Installation of Schedule 80 PVC Piping (10" & 6") between Tower and Tank.
- Installation of 3 Way Diverter Valve
- Fill and Testing

EXCLUSIONS

- Engineering Study
- Structural Curbing repairs (if Needed)
- Building Energy Man. Control work
- Overtime work.
- Premium time labor.
- We exclude temporary services.
- Any additional work not included in the scope of work.
- Permit.



SB2022-77

PRICING: Two Hundred Ninety- Nine Thousand Eight Hundred Dollars.....\$299,800.00

Any payments made by credit card will incur a 3% service charge

This price is valid for thirty (30) days and subject to renegotiations thereafter.

This Proposal will become a binding Agreement only after acceptance by Customer as evidenced by signature below. This Proposal and Agreement includes the attached Terms and Conditions binding upon the parties.

CUSTOMER

By _____

Signature

Title

Date

Quote # SB2022-77

Customer Purchase Order No.: _____

We thank you for this opportunity to submit this proposal. We trust we have been of service to you in this matter and look forward to working with you. If you have any questions or require additional information, please contact me at 484-215-6964

Sincerely Yours,

Stephen R. Benning

Stephen R. Benning

Special Projects Account Manager





TERMS AND CONDITIONS

The following terms and conditions are incorporated into and made a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. Contractor may invoice Customer on a monthly basis, and Customer will pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement, without notice, and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately, without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1-1/2% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.
4. Customer shall be responsible for all taxes applicable to the services and/or materials provided hereunder.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
6. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.

7. In the event of a breach by Contractor of the terms of this Agreement, including, without limitation, Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, for Contractor to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including, without limitation, negligence), statute or otherwise, exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance, and not in limitation, of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

8. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control, including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees) arising out of, or resulting from, the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, an invitee of Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.

10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes or materials are encountered, Contractor shall have the right thereafter to suspend its work until such substances, wastes 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. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.



12. This Agreement is between Contractor and Customer alone, and neither intends that there be any third party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including, without limitation, reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.

13. Each of the parties hereto is an independent contractor and neither party is, or shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other, or in any manner assume or create any obligation on behalf of, or in the name of, the other.

14. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding between the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer without the express prior written consent of Contractor. This Agreement shall be governed by, and construed in accordance with, the laws of Pennsylvania, without giving effect to that State's conflicts of laws principles.