AGENDA REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS 7:00 P.M. MONDAY, DECEMBER 19, 2022 FREEDOM HALL, 349 W. BIRCHWOOD, MORTON, ILLINOIS

### I. CALL TO ORDER

### II. ROLL CALL

### III. PLEDGE OF ALLEGIANCE TO THE FLAG

#### IV. PUBLIC HEARING

### V. PRESENTATIONS AND SPECIAL REPORTS

### VI. PUBLIC COMMENT

- A. Public Comments
  - B. Requests for Removal of Items from the Consent Agenda

### VII. CONSENT AGENDA

- A. Approval of Minutes
  - 1. Regular Meeting December 5, 2022
- B. Approval of Bills

### VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA

## IX. VILLAGE PRESIDENT

## X. VILLAGE CLERK

### XI. VILLAGE ADMINISTRATOR

### XII. CHIEF OF POLICE

- A. AN ORDINANCE MAKING AMENDMENTS TO CHAPTER 3 OF TITLE 6 OF THE MORTON MUNICIPAL CODE REGARDING LICENSING, TAX AND REGISTRATION OF DOGS
- B. AN ORDINANCE MAKING AMENDMENTS TO CHAPTER 8 OF TITLE 9 OF THE MORTON MUNICIPAL CODE REGARDING LICENSING AND REGISTRATION OF BICYCLES

#### XIII. CORPORATION COUNSEL

#### XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES

#### XV. DIRECTOR OF PUBLIC WORKS

- A. Acceptance of Bid for the new Gas & Water Building to be constructed at 445 E. Birchwood St. in the Amount of \$ 8,172,000.00 and Award of Contract for Same to Peoria Metro Construction
- B. Acceptance of Proposal from Tech Electronics of Illinois, LLC for video surveillance and access control for the Gas & Water Building in the Amount of \$ 46,994.86
- C. Acceptance of Proposal from Hanson Industrial-Peoria Inc. for the installation of a new Pressure Washer in the Gas & Water Building in the Amount of \$ 22,145.65

## XVI. ZONING AND CODE ENFORCEMENT OFFICER

#### XVII. VILLAGE TRUSTEES

- A. Trustee Blunier
- B. Trustee Hilliard
- C. Trustee Leitch
- D. Trustee Menold
- E. Trustee Newman
- F. Trustee Parrott

#### XVIII. CLOSED SESSIONS

- A. Closed session pursuant to 5 ILCS 120/2(c)(2) to discuss collective negotiating matters between the Village and its employees or their representatives
- B. Closed session pursuant to 5 ILCS 120/2(c)(2) to discuss salary schedules for one or more classes of employees

#### XIX. CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS

## XXIII. ADJOURNMENT

## VILLAGE BOARD OF TRUSTEES REGULAR MEETING 7:00 P.M., December 5, 2022

After calling the meeting to order, the Pledge of Allegiance was recited before Clerk Evans called the roll, finding the following members present: Blunier, Hilliard, Leitch, Menold, Newman -5.

Trustee Leitch then moved to appoint Trustee Blunier as the Acting Chair to facilitate the meeting in the absence of President Kaufman and President Pro Tem Parrott. The motion was seconded by Trustee Hilliard and approved by unanimous voice vote of all present board members.

PUBLIC HEARING – None.

**PRESENTATIONS** – None.

PUBLIC COMMENT – None.

## CONSENT AGENDA

- A. Approval of Minutes.
  - 1. Regular Meeting November 21, 2022
- B. Approval of Bills

Trustee Newman moved to approve the Consent Agenda. Motion was seconded by Trustee Menold and approved with the following roll call vote:

Yes:Blunier, Hilliard, Leitch, Menold, Newman -5.No:None -0.Absent:Parrott -1.Abstain:None -0.

## VILLAGE PRESIDENT – None.

## VILLAGE CLERK – None.

## VILLAGE ADMINISTRATOR – None.

**CHIEF OF POLICE** – Chief Miller presented a Resolution approving intergovernmental agreement between the County of Tazewell and the Village of Morton. Trustee Newman moved to approve the Resolution and it was seconded by Trustee Hilliard before adoption by the following roll call vote:

Yes:Blunier, Hilliard, Leitch, Menold, Newman -5.No:None -0.Absent:Parrott -1.Abstain:None -0.

**CORPORATION COUNSEL** – None.

## DIRECTOR OF FIRE AND EMERGENCY SERVICES – None.

## **DIRECTOR OF PUBLIC WORKS** – None.

**ZONING AND CODE ENFORCEMENT OFFICER** – ZCO Marks presented an Ordinance making amendments to Title 10 of the Morton Municipal Code regarding accessory buildings, structures and uses. Trustee Hilliard moved to approve the Ordinance and it was seconded by Trustee Leitch before adoption by the following roll call vote:

Yes:Blunier, Hilliard, Leitch, Menold, Newman -5.No:None -0.Absent:Parrott -1.Abstain:None -0.

## VILLAGE TRUSTEES

Trustee Blunier gave praise to the first annual Christmas Parade, thanking those who made the event possible, the police, and all attendees.

Trustee Hilliard – None. Trustee Leitch – None. Trustee Menold – None. Trustee Newman – None. Trustee Parrott – None.

CLOSED SESSIONS – None.

## **CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS** – None.

## ADJOURNMENT

With no further business to come before the Board, Trustee Newman moved to adjourn. The motion was seconded by Trustee Menold and followed by unanimous voice vote of all present board members.

ATTEST:

## VILLAGE OF MORTON ORDINANCE 23-11

## AN ORDINANCE MAKING AMENDMENTS TO CHAPTER 3 OF TITLE 6 OF THE MORTON MUNICIPAL CODE REGARDING LICENSING, TAX AND REGISTRATION OF DOGS

**NOW THEREFORE,** be it ordained by the President and Board of Trustees of the Village of Morton, in the State of Illinois, as follows:

**SECTION 1:** <u>AMENDMENT</u> "6-3-1: License Required" of the Morton Municipal Code is hereby *amended* as follows:

## AMENDMENT

## 6-3-1: License Required

Every person who harbors or keeps a dog over the age of three (3) months in the Village shall register the dog in accordance with the provisions of Chapter. It shall be unlawful for an individual who harbors or keeps a dog over the age of three (3) months to fail to register such dog with the Village of Morton. No dog shall require re-registration with the Village of Morton once registered unless the person who harbors or keeps the dog moves, in which case the dog shall be re-registered with the Village of Morton. pay an annual tax on such dog of five dollars (\$5.00), which tax shall be paid in advance on or before the first day of May of each year.<sup>1</sup> (Ord. 359, 6-21-65; amd. Ord. 628, 11-4-74; amd. Ord. 05-51, 4-17-06)

<sup>1</sup> For Statute authority, see 65 ILCS 5/11-20-9

**SECTION 2:** <u>AMENDMENT</u> "6-3-2: Tags" of the Morton Municipal Code is hereby *amended* as follows:

## AMENDMENT

6-3-2: Tags

The Chief of Police of the Village shall keep a record of all dog taxes paidregistrations and shall furnish to each person paying such taxupon registration a metal or suitable plastic tag having stamped thereon numbers indicating the year for which the tax is paid. A duplicate to replace a lost or destroyed tag may be issued by the Chief of Police upon the payment of one dollar (\$1.00).

The tax required by this Section shall be paid to the Chief of Police and shall be by him turned over to the Treasurer.

It shall be unlawful to permit any dog to be on any public street, sidewalk, alley, or other public place unless such dog has a collar firmly attached around his neck with a license tag for the current year attached to such collar and a tag showing rabies inoculation for the current year. Likewise it shall be unlawful to permit any cat to be on such places unless such cat has a collar firmly attached around his neck with a tag showing rabies inoculation for the current year attached to such collar. (Ord. 359, 6-21-65; amd. Ord. 628, 11-4-74)

**SECTION 3:** <u>**REPEALER CLAUSE**</u> All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**SECTION 4:** <u>SEVERABILITY CLAUSE</u> Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

**SECTION 5:** <u>EFFECTIVE DATE</u> This Ordinance shall be in full force and effect 10 days from and after the required approval and publication according to law.

# PASSED AND ADOPTED BY THE VILLAGE OF MORTON PRESIDENT AND BOARD OF TRUSTEES \_\_\_\_\_\_.

	AYE	NAY	ABSENT	ABSTAIN
Trustee Blunier				
Trustee Hilliard				
Trustee Leitch				
Trustee Menold				
Trustee Parrott				
Trustee Newman				
Presiding Officer		Atte	st	

Jeffrey L. Kaufman, Village President, Village of Morton

Zo M. Evans, Village Clerk, Village of Morton

## VILLAGE OF MORTON ORDINANCE 23-12

## AN ORDINANCE MAKING AMENDMENTS TO CHAPTER 8 OF TITLE 9 OF THE MORTON MUNICIPAL CODE REGARDING LICENSING AND REGISTRATION OF BICYCLES

**NOW THEREFORE,** be it ordained by the President and Board of Trustees of the Village of Morton, in the State of Illinois, as follows:

**SECTION 1:** <u>AMENDMENT</u> "9-8-3: License Application" of the Morton Municipal Code is hereby *amended* as follows:

## AMENDMENT

9-8-3: License Application

Application for a license to own and operate a bicycle shall be made to the Chief of Police upon a form to be provided by said Chief of Police. <u>No license fee shall be due to obtain a</u> <u>license under this Chapter. The application shall be accompanied by a fee of one dollar (\$1.00)</u> to be paid at the time of the issuance of a license; which fee shall be in full payment of said license for the then even numbered and succeeding odd numbered years (i.e. 1974 and 1975, 1976 and 1977 etc.). No credit shall be allowed any applicant for the expired portion of the said two (2) year period.

**SECTION 2:** <u>AMENDMENT</u> "9-8-4: Issuance Of Licenses" of the Morton Municipal Code is hereby *amended* as follows:

## AMENDMENT

9-8-4: Issuance Of Licenses

The Chief of Police shall have authority to issue, upon written application and payment of license fee as above provided, bicycle licenses. which will be effective for such two (2) year periods. The licenses shall be effective as of January 1 of the even numbered year issued and shall expire at the end of the succeeding odd numbered year. The Chief of Police shall register all licenses issued and shall keep records of all fees collected for the issuance of such licenses, said record shall be in all instances open to public inspection. Once issued, a license shall remain effective until such time as ownership of the bicycle is transferred, at which time the new owner shall be required to apply for and obtain a new license. All license fees collected by the Chief of Police shall be turned over to the Treasurer and deposited in the General Fund of the Village. (Ord. 599, 8-20-73)

**SECTION 3: <u>REPEALER CLAUSE</u>** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**SECTION 4:** <u>SEVERABILITY CLAUSE</u> Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

**SECTION 5: EFFECTIVE DATE** This Ordinance shall be in full force and effect immediately upon approval and publication according to law.

# PASSED AND ADOPTED BY THE VILLAGE OF MORTON PRESIDENT AND BOARD OF TRUSTEES \_\_\_\_\_\_.

	AYE	NAY	ABSENT	ABSTAIN
Trustee Blunier				
Trustee Hilliard				
Trustee Leitch				
Trustee Menold				
Trustee Parrott				
Trustee Newman				
Presiding Officer		Attes	st	

Jeffrey L. Kaufman, Village President, Village of Morton

Zo M. Evans, Village Clerk, Village of Morton

# Village of Morton GAS & WATER BUILDING

445 E Birchwood St, Morton, Illinois 61550

# **BID TABULATION**

KEACH Project Number 21010

BIDDER >	D Joseph Construction	Hein Construction	N. Zobrist & Sons Inc.	P.J. Hoerr, Inc.	Peoria Metro Construction	River City Construction, L.L.C.	W C
Bid Bond							
Addenda Acknowledged							
Signed Bid Form							
Pre Bid Attendance							
BASE BID >	NO BID	\$9,200,000	\$9,240,000	\$9,085,000	\$8,172,000	\$9,064,000	\$

# SUBCONTRACTORS

Controls Contractor	Base 2	ECSI	Distech by Base 2	Base 2	ECSI	Base 2
Earthwork/Concete Contractor	Hein Construction	Knapp Concrete	Knapp Concrete	Finch/PMC	River City	Aupperle
Electrical Contractor	Foster Jacobs	Laser	Laser	Foster Jacobs	Foster Jacobs	Koener
Intermediate Foundations Contractor	CNC	Geopier	CNC	CNC	CNC	CNC
Landscape Contractor	CJL Landscaping	CJL / F&W	CJL Landscaping	CJL	Buddy's G & M	Prairie View
Masonry Contractor	MR Masonry	MR Masonry	Summit	MR Masonry	MR Masonry	Michel Bro Masonry Inc.
Mechanical Contractor	MSI	CMI	MSI	MSI	CMI	MSI
Plumbing Contractor	MSI	GA Rich	MSI	MSI	Tobin	MSI
Precast Concrete Contractor	Midwest Precast	Midwest Precast	Dukane	Dukane	MPC	Mid-State
Roofing Contractor	Kreiling	Kreiling	Kreiling	Roofing Ass./ Kreiling	Kreiling	Roofing Ass.



## December 8th, 2022





SUBMISSION

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The Power of Connection and Protection®

Mr. Craig Loudermilk Village of Morton 120 North Main St. Morton, IL 61550

Project: Village of Morton 21010 VOM G&W Building

email: cloudermilk@morton-il.gov

Tech Electronics of Illinois, LLC (Tech) is pleased to offer for sale the described goods and/or merchandise and/or service upon the terms set out herein:

## **The Objective:**

Tech Electronics is pleased to provide you with this proposal for video surveillance and access control implementation. We have derived this proposal from the provided floor plans, and discussions.

Tech Electronics ("TE") Proposes to perform the following scope of work:

- TE shall provide all material listed on this submission
- TE shall install a LifeSafetyPower enclosure in the IT data closet
- TE shall install all door controllers in the LifeSafetyPower enclosure
- TE shall install a Signo card reader, Door contact, and Request to Exit sensor at each door
- TE shall work with the contractor providing electronic strikes to connect them to the system
- TE shall install floor mounted door contacts at (4) overhead doors
- TE shall install (1) Door contact at the gate
- TE shall program, test, and verify full functionality of the system.

## CLARIFICATIONS:

- It is the responsibility of others to provide and run the required cabling for the system and devices. 18/2 cabling must be ran for the overhead door contacts and access control cabling must be ran to the six (6) doors. TE shall provide contractor with exact cabling specifications.

- It is the responsibility of others to provide a dedicated 120VAC power supply for the LifeSafetyPower enclosure - It is the responsibility of others to provide a network connection to the LifeSafetyPower enclosure.

- It is the responsibility of the GC to provide and install Electrical strikes for the (5) doors with access control.

- This proposal assumes there are enough available Lenel Licenses available to accommodate the additional doors.

## **Access Control**

Lenel OnGuard 32ES Access Control System

## QuantityDescription

## HEADEND

- 1 8 Door Pre-Wired Power Supply
- 1 Input Control Module, 12 VAC
- 1 Intelligent Dual Reader Controller



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- 3 Dual Reader Interface Module
- 3 Battery; 12 Volt, 7 Amp Hour
- 6 Hook up and Program Electric Strikes provided by GC
- 1 4463A Surface Mount Contact Sensor for Gate

## FIELD EQUIPMENT

- 6 Signo 40, Single Gang, Black/Silver, Pigtail
- 6 Trim Plate for Mounting DS160 on a One Gang Box, Light Gray
- 6 Request to Exit Motion Detector; Light Grey
- 5 Recessed Door Contact, Wide Gap, White
- 12 Single Resistor w/ 2 Blue & 2 Black Leads

## **OVERHEAD DOOR CONTACTS**

4 Overhead Door Standard DPDT Switch with L Shape Magnet, 24" Armored Cable, Silver

## **Scope of Work by Tech Electronics:**

TOTAL purchase price includes equipment, consultation, LABOR TO CONNECT, program.

## TOTAL PURCHASE PRICE

<u>\$28,837.52</u>

## **<u>Clarifications/Scope of Work by Others:</u>**

## WARRANTY:

This Submission includes a one (1) year material warranty from the date of installation completion or first beneficial use by the End User Customer, whichever occurs first. Material warranty will be provided by Tech Electronics per our Submission's terms and conditions. Job-site labor warranty to be provided by the installing party/contractor. Tech's warranty covers only material listed on this Submission and furnished and/or installed by Tech Electronics.

All warranty work by Tech Electronics, Inc. to be performed on Monday through Friday between the hours of 8:00AM to 4:30PM. If work needs to be performed outside of these hours and/or during holidays for any reason, it will be performed by Tech Electronics on a time and material basis as an extra to this Submission at Tech Electronics' current rate differential between the normal and overtime labor rates plus the minimum overtime service call-out charges.

This warranty does not apply to any products which have been installed incorrectly by the installing party/contractor and/or subjected to mishandling, improper use, or abuse. Please refer to Submission for additional terms, conditions, clarifications, and limitations of warranty.

Tech Electronics of Illinois is a proud member of the IBEW. Our Technicians can proudly arrive on project sites and perform tasks and maintenance functions on everything we sell when others cannot, or should not. Even if **Please see last page of this submission for customer acceptance.** 



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Tech is not chosen as your primary subcontractor, please consider using an IBEW Union company for all of your projects.

## EQUIPMENT RELEASE:

Because of escalating prices and manufacturer's policies of "pricing in effect at time of shipment", all equipment must be ordered and released for shipment within 14 days of signed submission date.

As a special service to its customers, Tech will warehouse the equipment at no extra charge past the 14 days limit if so desired, provided full payment for the warehoused equipment has been received.

## WORK JURISDICTION:

Acceptance of this Submission constitutes an acknowledgment by the accepting party that if Tech cannot perform any of the labor services listed herein due to union jurisdiction or for any other reason, the accepting party agrees to release Tech from such obligation and the accepting party also agrees to accept a cost deduct as determined by Tech for the portion of the work that Tech cannot perform.

## TIME & MATERIAL LABOR RATES:

Tech will provide project management, field consultation support and IBEW Union technicians as requested by the Electrical Contractor on a time and material basis as an extra to this submission upon written request from the Electrical Contractor. The following labor rates are applicable through \_/\_/\_ and will be increased thereafter based on the new IBEW Local Agreement.

Our regular rates to be billed for work performed during standard Tech business hours are as follows:

Project Manager @\_\_\_\_\_ per hour per person; Field Consultation @ \_\_\_\_\_ per hour per person; Technician @ \_\_\_\_\_ per hour per person. Work performed on Monday through Fridays, excluding Holidays, between the hours of 4:00 PM and 10:00 PM will be billed at one and one half times our regular rates. Work performed on

Monday through Fridays between the hours of 10:00 PM and 7:30 AM, Saturdays, Sundays, and Holidays will be billed at two times our regular rates.

All rates are portal to portal. Parking, mileage and other expenses are extra and will be billed in addition to these labor rates.

Except for circumstances beyond Tech's control, during the project dates shown on the specifications Tech will make available to the Electrical Contractor, upon written request and 48 hour notice by the Electrical Contractor, one Project Manager, one Field Consultant, and one IBEW Technician.

## SINGLE-PHASE COMPLETION:

Please note that any and all of Tech's services that may have been listed on this Submission are based on a SINGLE PHASE COMPLETION of this entire project. If for any reason this project is to be delivered in multiphases, the additional costs incurred by Tech will be invoiced on a time and material basis at Tech's current labor rates as an extra to this Submission.



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This Submission is merely an offer and shall not be binding upon Tech unless and until signed by an officer of Tech, and any resulting contract shall be subject to the terms and conditions listed above and on "ATTACHMENT A, SUBMISSION TERMS AND CONDITIONS," which is incorporated herein by reference. In lieu of Attachment A, Tech and the Customer may have agreed to a written set of MASTER SUBMISSION TERMS AND CONDITIONS which are incorporated herein by reference. No term, condition, deletion, modification, or other understanding, oral or written, in any way purporting to vary these terms and conditions, whether contained in purchaser's formal purchase order, related forms, or elsewhere, shall be binding upon Tech, unless approved in writing and signed by an officer of Tech.

PAYMENT: 30% Down; Balance Progress Billing

#### DELIVERY:

F.O.B. Tech Electronics of Illinois, LLC

IN WITNESS WHEREOF the parties hereto have caused this agreement to be properly executed, intending that it shall be legally binding upon them and their respective heirs, estates, successors and assigns.

CUSTOMER ACCEPTANCE:

**Tech Electronics of Illinois, LLC** 

		Salesperson:		
Authorized Signature	Date		Dylan Leach	Date
Printed Name		Tech Officer's Ac	ceptance	Date
Title		Title		

This Submission shall be void unless accepted within 14 days from the date hereof. Unless indicated otherwise on this Submission, the prices quoted herein do not include any sales tax, duties, excise or other similar taxes. All such taxes imposed will be added as a separate item on the invoice.



SUBMISSION

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## Attachment A

## **SUBMISSION TERMS AND CONDITIONS**

These Terms and Conditions are provided in connection with a Submission from Tech Electronics of Illinois, LLC ("Tech") to Customer (as defined in the Submission). The Submission is intended as an offer by Tech, and is subject to acceptance by Customer, which shall be indicated by Customer's signature on the Submission. These Terms and Conditions consist of nine (9) Sections, some of which have multiple subsections, the last of which is Section 9.13. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Submission.

#### 1. Services.

## 1.1 Type of Services.

Tech agrees to provide goods and/or services as described in the Submission (the "Goods" and the "Services") in connection with the system(s) (as described in the Submission, the "System"). If Customer desires Tech to provide any additional services other than as set forth in the Submission, then any such additional services shall only be furnished pursuant to a separate agreement.

#### 1.2 Warranty Limitations.

If warranty service is requested because of causes other than breach of a warranty provided by Tech, the service will be provided at Tech's per call rates and terms then in effect. Some examples of causes other breach of warranty include: normal wear and tear; unauthorized attempts by other than Tech personnel to repair, maintain or modify the System or its component parts; catastrophe; failure of equipment not maintained by Tech or of equipment not covered by the Submission; fault or negligence of Customer; operator error, improper use or misuse of the equipment; causes external to the equipment such as, but not limited to, transportation or fluctuations of humidity, temperature, power surges and lightning. Warranty service does not include (i) operating supplies or accessories, cleaning supplies necessary for Customer preventive maintenance, paint, or refinishing the equipment or furnishing materials for this purposes; (ii) electrical work external to the machines or maintenance of accessories; (iii) batteries or lamps; (iv) alterations, attachments or other devices not furnished by Tech unless specifically noted herein; or (v) moves, adds or changes of software and/or System hardware not related to maintenance of the System.

#### 1.3 Movement of Equipment.

To permit continuity of service while the System is covered under warranty, Customer shall give Tech at least thirty (30) days prior written notice of its intent to move any equipment comprising part of the System. Tech personnel shall supervise the dismantling and packing/unpacking of the equipment and shall inspect and reinstall the equipment at the new location, and charge Customer for all such labor and materials provided at its then-current rates and terms. Tech shall be under no obligation to furnish continued services or warranty services if any part of the System is moved from its location of initial installation and/or reinstalled without the prior written approval of Tech.

#### 1.4 Authorization of Tech.

Customer hereby authorizes and empowers Tech, its agents or assigns, if required by the Submission, to: (i) to perform any necessary Services as required to be performed by Tech hereunder; and (ii) enter Customer's premises in the event of an emergency occurring during periods of Customer's apparent or actual absence for the purpose of making emergency repairs to the System, but only if Customer has furnished Tech with a key to its premises. Tech assumes no liability for any delay, however caused, in the installation of the System or for interruption of services, due to strikes, fires, power failures, interruptions or unavailability of telephone service, acts of God, or any other cause beyond the control of Tech. Notwithstanding the foregoing, Tech shall have no obligation to enter Customer's premises without being asked to do so by Customer.

#### 2. Payment Terms.

#### 2.1 Fees; Payment.

The purchase price and the payment terms for the Goods and Services are set forth in the Submission. All sums not paid when due shall bear interest at the rate of 1-1/2% per month or the maximum legal rate permitted by law, whichever is less. All costs of collection of amounts owed hereunder, including reasonable attorney's fees, shall be paid by Customer.

#### 2.2 Expansion of System.

If, during the term of the warranty period, Customer expands the System, Tech may, in its sole discretion, increase the warranty service charge commensurate with the expansion of the System, in which case Tech shall send Customer an additional invoice with such fee prorated over the remaining term of this warranty period. Customer agrees to pay such fee, as increased hereunder, for the remainder of the term of the warranty period set forth in the Submission.

#### 2.3 Additional Charges to Customer.

Customer acknowledges and agrees that Customer is responsible for the following additional costs: (i) discontinued or obsolete hardware and software. In the event the hardware and/or software components on the System are discontinued or rendered obsolete by the manufacturer, then Customer agrees to pay the additional costs to modify and/or purchase the replacement hardware and/or software necessary for the System to function properly as reasonably determined by Tech; (ii) increased service charges of software or System manufacturer. In the event such manufacturer increases service charges to Tech after the effective date of the Submission, Customer agrees to pay the additional costs; (iii) additional charges, imposed at the discretion of Tech, in the event that Customer's software is not maintained at the current manufacturer's software version; (iv) any taxes or fees imposed by local ordinances on the System or the maintenance thereof; and (v) costs to maintain all Customer provided hardware and software in order to maintain compatibility with the System as the System hardware and/or software is upgraded throughout the term of the Submission. In such cases, Tech reserves the right to add a special processing fee as well.



## SUBMISSION

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#### 3. Software Sublicense.

#### 3.1 Right To Distribute and Sublicense; Restrictions.

Tech has acquired from one or more third parties (each a "Third Party") the right to distribute and sublicense certain Third Party software (the "Software") for use in conjunction with the System. Tech hereby grants to Customer a non-exclusive, non-transferable sublicense to use the Software in the System. Customer acknowledges that Tech is only a licensed distributor, and not the creator, owner or manufacturer, of the Software. Tech shall assign to Customer all of its rights and interests in and to any warranty or indemnity offered in connection with the Third Party Software that are assignable by Tech.

#### 3.2 Third Party Software Terms and Conditions.

Customer shall comply with all Third Party terms and conditions applicable to the maintenance of the Software, including but not limited to any requirements to enter into a separate software support and/or maintenance agreement with the applicable Third Party manufacturer, creator or owner and paying all associated maintenance and/or service fees associated therewith. In the event Customer fails to comply with any provisions of the Third Party maintenance terms and conditions, then (i) Tech may terminate the Submission immediately and (ii) any additional Services provided by Tech that are requested by Customer shall be on a time-and-materials basis at Tech's then-current services rates.

#### 3.3 Third Party Beneficiary.

Customer acknowledges that the provisions contained in this Section 3 are intended to protect the Third Party manufacturers, creators and/or owners of the Software; accordingly, each Third Party shall be deemed a third party beneficiary with respect to this Section 3 and shall have the right to enforce this Section as appropriate against Customer.

#### 3.4 Software Release Levels.

Customer shall, at Customer's sole cost and expense, maintain the Software at the then-current version or release of the Software; otherwise (i) Customer may not be eligible to receive Goods and Services hereunder, (ii) Tech may terminate the Submission immediately and (iii) any additional Services provided by Tech that are requested by Customer shall be on a time-and-materials basis at Tech's then-current services rates.

#### 4. <u>Termination</u>

In addition to Tech's rights under Section 8.2, Tech's obligations under the Submission may be terminated pursuant to Sections 3.2, 3.4 and 9.4 of these Terms and Conditions.

#### 5. <u>Warranties, Indemnification, and Restricted Phones Waiver.</u>

#### 5.1 General Warranty.

The scope and coverage of Tech's warranty is set forth in the Submission. The warranty will commence on the date of Customer's First Beneficial Use of the System or on such other date as mutually agreed by Tech and Customer in the Submission or Specifications. "First Beneficial Use" means the point in time when Customer first uses all or any part of the System in its business. If any failure to conform to such warranty be found during the term of the warranty, Tech will correct such nonconformity by replacement of defective material and parts or by making other suitable repairs. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED AND DISCLAIMED BY TECH. Tech does not represent or warrant that the System will not be compromised or circumvented, that the System will prevent any loss by burglary, hold-up, fire or otherwise, or that the System will not be compromised or Customer's premises and to its contents, (ii) Tech has made no representation or warranties nor has Customer relied on any representations or warranties, express or implied, except as set forth herein and (iii) Customer has read and understands the Submission and these Terms and Conditions, including Section 1 and Section 6 setting forth Tech's obligations and maximum liability in the event of any loss or damage to Customer acknowledges and agrees that Tech is not an insurer and that these Terms and Conditions are not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, will be maintained by Customer. Tech's charges are based solely upon the value of the services provided and are unrelated to the value of Customer's property or the property of others located on Customer's premises.

#### 5.2 Disclaimer of Warranties as to Software.

TECH MAKES, AND CUSTOMER RECEIVES, NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY ASPECT OF THE SOFTWARE, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TECH MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE PERFORMANCE OF THE SOFTWARE OR THE RESULTS THAT MAY BE OBTAINED BY USING THE SOFTWARE. ACCORDINGLY, WITH THE EXCEPTION OF ANY WARRANTIES THAT TECH IS AUTHORIZED TO PASS THROUGH TO CUSTOMER DIRECTLY FROM THE APPLICABLE THIRD PARTY, THE SOFTWARE IS LICENSED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. CUSTOMER ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE.

#### 5.3 Indemnification.

CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD TECH, ITS AGENTS AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY FEES, WHETHER THESE CLAIMS AND LAWSUITS ARE BASED UPON ACTIVE OR PASSIVE NEGLIGENCE, INDEMNIFICATION, CONTRIBUTION OR STRICT OR PRODUCT LIABILITY ON THE PART OF TECH, ITS AGENTS OR EMPLOYEES, EXCEPT TO THE EXTENT SUCH CLAIMS, DEMANDS OR LAWSUITS OCCUR WHILE AN EMPLOYEE OR AGENT OF Tech IS ON CUSTOMER'S PREMISES AND WHICH DAMAGES, EXPENSES AND OTHER LIABILITY ARE SOLELY AND DIRECTLY CAUSED BY THE ACTS OF SAID EMPLOYEE OR AGENT. At Tech's option, Tech shall have full control over the conduct, defense and/or settlement of any claim for indemnification hereunder (including the selection of counsel related thereto). Customer shall advance and/or reimburse (at the sole discretion of Tech) all attorneys' fees and all costs, expenses, and obligations incurred by or to be incurred by Tech or any other of the indemnified persons in connection with investigating, defending, participating in (including on any appeal), settling, compromising, preparing to defend, or being a witness in any claim. If, at the time any of the indemnified persons notifies Customer of a claim and Customer has insurance coverage which may cover such claim, Customer promptly shall deliver written notice of such claim to any such insurers and provide Tech a copy of such notice.



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#### 6. <u>Limitation of Liability.</u>

THE TOTAL LIABILITY OF TECH HEREUNDER OR ARISING IN CONNECTION WITH THE PROVISION OF ANY SERVICES, WHETHER BASED UPON OR ARISING OUT OF NEGLIGENCE, STRICT LIABILITY, CONTRACT, TORT, WARRANTY, MISREPRESEN-TATION, PATENT INFRINGEMENT OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER TO TECH FOR SUCH SERVICES OR THE AMOUNT OF \$1,000.00, WHICHEVER IS LESS. THE PROVISIONS OF THIS SECTION SHALL APPLY IN THE EVENT OF LOSS OR DAMAGE, IRRESPECTIVE OF THE ORIGIN, RESULTING DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE OBLIGATIONS SET FORTH BY THE TERMS OF THESE TERMS AND CONDITIONS OR FROM THE ACTIVE OR PASSIVE NEGLIGENCE OF TECH'S AGENTS OR EMPLOYEES. IN NO EVENT SHALL TECH BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO OTHER EQUIPMENT OR ANY PLANT OR FACILITIES, LOSS OF PROFIT, OR LOSS OF PRODUCTION, REGARDLESS OF WHETHER THE CLAIM FOR SUCH CONSEQUENTIAL DAMAGES BE BASED ON WARRANTY (EXPRESS OR IMPLIED), CONTRACT, TORT OR OTHERWISE. TECH SHALL NOT BE LIABLE TO INDEMNIFY CUSTOMER AGAINST ANY CLAIMS MADE AGAINST CUSTOMER FOR SUCH CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD TECH HARMLESS FOR ALL CLAIMS (INCLUDING CLAIMS FOR INDEMNITY) FOR ANY SUCH CONSEQUENTIAL DAMAGES BROUGHT AGAINST TECH.

#### 7. <u>Waiver of Subrogation.</u>

CUSTOMER DOES HEREBY FOR ITSELF AND ANY PARTIES CLAIMING UNDER IT, RELEASE AND DISCHARGE TECH FROM AND AGAINST ALL HAZARDS COVERED BY CUSTOMER'S INSURANCE, AND ALL CLAIMS AGAINST TECH ARRIVING OUT OF SUCH HAZARDS, INCLUDING ANY RIGHT OF SUBROGATION BY CUSTOMER'S INSURANCE CARRIER, ARE HEREBY WAIVED BY CUSTOMER, AND CUSTOMER SHALL PROMPTLY SO NOTIFY ITS INSURANCE CARRIER. THIS WAIVER OF SUBROGATION EXTENDS TO ANY ALLEGED NEGLIGENCE BY TECH.

#### 8. Defaults and Remedies.

#### 8.1 Default.

The happening of any one of the following shall be an "Event of Default" under the Submission: (i) failure by Customer to pay any amount within 30 days after the same is due and payable; (ii) failure by Customer to observe, keep or perform any agreement required of it herein and to correct such breach within 10 days after written notice of same from Tech; (iii) abuse of the System; (iv) dissolution, termination of existence, discontinuance of the business, insolvency or business failure of Customer; (v) initiation of any bankruptcy, reorganization, assignment of the benefit of creditors, or like proceeding by or against Customer; (vi) excessive false alarms caused by Customer; or (vii) allow other vendors to work on the System during Tech's performance of Services or the term of the warranty.

#### 8.2 Remedies.

Upon the occurrence of an Event of Default, then at any time thereafter Tech may pursue one or more of the following remedies: (i) by written notice to Customer, declare the balance of all unpaid amounts due and to become due under the Submission to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1-1/2% per month (18% per year) or the maximum rate permitted by law from the first occurring Event of Default; (ii) receive immediate possession of any Tech owned portion of the System, and for such purpose enter Customer's premises and remove said portion of the System and Customer hereby waives any further rights to the Tech owned portion of the System and any claims resulting from said repossession, including any claim or restoration of the premises to its former condition; (iii) proceed at law or in equity to enforce performance by Customer of the provisions of the Submission, or to recover damages for the breach of the Submission; (iv) discontinue furnishing the Goods and Services, including, without limitation, disabling communication software, hardware and/or firmware contained within the System from the any monitoring facility, and terminate the Submission; and (vi) recover all costs of collection, including court costs, collection expenses, attorneys' fees, reasonable costs of removal of the Tech-owned portion of the System, and any other reasonable costs paid or incurred by Tech in enforcing or attempting to enforce the Submission (including these Terms and Conditions). Furthermore, if there are any other agreements in effect between Tech and Tech shall be entitled to exercise any or all of its remedies upon default under any or all of such agreements. The above remedies are cumulative and exercise of one does not preclude the exercise of another.

### 9. <u>Miscellaneous Provisions.</u>

#### 9.1 Subcontracting: Assignment.

Tech shall have the right to subcontract any of the Services which it may be obligated to perform. The Submission and its benefits are not assignable by Customer except upon the prior written consent of Tech. Customer acknowledges that the Submission, and particularly those Sections relating to Tech's maximum liability and third party indemnification, inure to the benefit of, and are applicable to any assignees or subcontractors of, Tech.

#### 9.2 Subcontracting:

The parties recognize that Tech intends to comply with the applicable labor agreement and any Subcontractors to Tech which perform work covered by Tech's labor agreement will provide its employees wages and benefits equal to or better than the wages and benefits contained in the applicable Tech labor agreement. The parties agree that this is a material term and that Tech will rely on the Subcontractor's compliance with this provision.



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#### 9.3 Nonsolicitation.

Neither party may solicit to hire, employ or otherwise receive the services of (except for services provided pursuant to the Submission), any individual who was employed by the other party at the time of such solicitation or employment or at any time during the one year period immediately preceding such solicitation or employment, without the prior written consent of the party employing the individual. Each party acknowledges that in the event it breaches its agreement in this Section 9.2, the non-breaching party would incur costs to recruit and hire a new employee (including, but not limited to, expenses for advertising and other recruiting sources and administrative time in reviewing and selecting candidates). In addition, there would be costs with recruiting and orienting the replacement, including lost productivity and/or efficiency in the handling of other assignments. The parties agree that these costs and expenses may well be difficult, if not impossible, to ascertain with specificity. As a result, the parties have agreed upon a liquidated amount to reasonably compensate the non-breaching party, at a minimum, for the types of damages noted above; that liquidated amount shall be equal to 50% of the annualized compensation (including benefits) of the individual who is solicited, representing the equivalent of six months of pay (including benefits). The parties agree that this is a reasonable estimate of damages and not included as a penalty.

#### 9.4 Third-Party Beneficiary.

Except as provided in Section 3.3, these Terms and Conditions and the Submission are solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement. The parties hereby expressly disclaim any intention to create any third party beneficiaries of these Terms and Conditions or the Submission or the Goods and Services.

#### 9.5 Force Majeure.

Tech shall not be liable for nonperformance or delay in performance due wholly or partially to any cause beyond its control, including action or failure of the government to act where action is required, strikes or other labor troubles, riots, power failures, interruption or unavailability of telephone service fire, flood, lightning, earthquakes, or other acts of God. Replacement of the System necessitated by any such event will be at Customer's expense. The Submission may be suspended or terminated, at the option of Tech or Customer, if Customer's premises or the System or any part thereof is destroyed by fire, lightning or other catastrophe or so substantially damaged that it is impractical to continue to provide Goods and Services. Upon such suspension or termination, an equitable refund of the service charges paid, but not yet earned, shall be made. Notice of termination shall be given upon written notice given within ten (10) days of such event.

#### 9.6 Entire Agreement.

Customer acknowledges receipt of a copy of the Submission and these Terms and Conditions. The Submission (including these Terms and Conditions and any other documents expressly incorporated by the Submission) constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions of the parties, whether oral or written. If there is any conflict between the Submission and Customer's purchase order, or any other document or any oral agreements, the Submission will govern. No conditions in the acceptance by Customer and no subsequent agreements or communications in any way modifying the provisions of the Submission shall be binding unless signed by an authorized representative of Tech.

#### 9.7 Amendments.

The Submission may only be amended in a writing signed by both parties. No waiver of any of the terms and conditions contained herein shall be effective unless such waiver is in writing and signed by an authorized representative of the party waiving such condition.

#### 9.8 Severability.

In the event any of the terms and conditions of the Submission are declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.

#### 9.9 Governing Law.

The Submission and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of laws rules.

#### 9.10 Waiver of Jury Trial.

EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THE SUBMISSION OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM IN RESPECT OF THE SUBMISSION OR TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. EACH PARTY HERETO AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY.

#### 9.11 Notices.

Any notice provided pursuant to the Submission, if specified to be in writing, shall be in writing and shall be deemed given: (i) if by facsimile, hand delivery or by delivery service, upon receipt thereof; (ii) if mailed, three days after deposit in the U.S. mail, postage prepaid; or (iii) if by electronic mail, upon receipt thereof. All notices shall be addressed to the parties at the addresses specified in the Submission or at such other addresses as either party may in the future specify in writing to the other.

#### 9.12 Binding Effect.

The Submission shall not be binding upon Tech unless approved in writing by an authorized representative of Tech. In the event of failure of such written approval, the sole liability of Tech shall be to refund to Customer the amount paid to Tech upon the signing of the Submission.

#### 9.13 Disclaimers and Waivers.

These Terms and Conditions contain certain exculpatory clauses, disclaimers and waivers to which Customer has agreed. Those clauses are set forth in Sections 5.1, 5.2, 6, 7 and 9.10. Customer's signature on the Submission indicates its acceptance of and assent to such provisions.

## **End of Terms and Conditions**



SUBMISSION

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Mr. Craig Loudermilk Village of Morton 120 North Main St. Morton, IL 61550

Project: Village of Morton 21010 VOM G&W Building

email: cloudermilk@morton-il.gov

Tech Electronics of Illinois, LLC (Tech) is pleased to offer for sale the described goods and/or merchandise and/or service upon the terms set out herein:

## **The Objective:**

Tech Electronics ("TE") Proposes to perform the following scope of work:

- TE shall provide and install all material listed on this submission.

- TE shall install a wall mounted rack in the IT data closet.
- TE shall install the S3008 Recorder in the wall mounted rack.
- TE shall install Axis licenses, and setup Axis Companion for remote viewing.
- TE shall install (2) 270 degree camera's on the the North-West and North-East exterior corners of the building.

- TE shall aim, focus, and commission each camera. TE shall confirm camera views with the Village of Morton to ensure customer satisfaction.

- TE shall test the entire system to ensure full system functionality.

## CLARIFICATIONS

- GC responsible for providing and installing CAT6 data cabling from the camera's to the NVR.

- GC responsible for any conduit necessary as deemed by the Village of Morton.
- Village of Morton is responsible for providing a dedicated 120VAC at the rack location.
- Village of Morton is responsible for providing a dedicated data drop at the rack location.

- Village of Morton is responsible for providing a thin client computer for remote viewing. (Thin Client can be any PC with internet access, TE recommends using a dedicated PC for remote viewing. Remote viewing can also be setup on a smart phone through the Axis Companion App).

## Video Surveillance - Onsite

## **QuantityDescription**

## CAMERAS

2 AXIS P3719-PLE P37 Series 15MP Fixed Dome Network Camera, Multidirectional With IR For 360° Coverage

## **MOUNTING ACCESSORIES**

- 2 Bracket, Corner, Requires T91A61 Bracket
- 2 T91D61 Wall Mount
- 2 AXIS T94N01D Indoor/Outdoor Pendant Kit on 1.5" NPS Threaded Brackets



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## SERVER HEADEND

- 1 Axis Camera Station S1116 Racked Recorder
- 1 Rack, Econo Wall, 16 17SD, Black
- 1 Power Strip, 15 Amp, 8 Outlets, Cord, MOV Surge, EMI Filter, Breaker, UL Listed
- 1 3SP Anod, Slotted Vent Pan
- 1 Fan Panel, 100 CFM, 27dB, w/Remote Thermistor
- 1 UMS Rackshelf, 1 RU, 11.5"D, w/4 Partial Blank Panels
- 1 3 SP Filter Kit
- 1 Smart 1500VA 900W Rackmount Tower UPS, LCD AVR 120V USB DB9 RJ45, 2U Tower/Rack Mountable, 8 x NEMA 5-15R
- 1 D8004 4 Channel Unmanaged PoE Switch With 60W PoE Power Budget

## **Scope of Work by Tech Electronics:**

TOTAL purchase price includes equipment, consultation, LABOR TO CONNECT, program.

TOTAL PURCHASE PRICE \$18,157.34

## **Clarifications/Scope of Work by Others:**

## WARRANTY:

This Submission includes a one (1) year material warranty from the date of installation completion or first beneficial use by the End User Customer, whichever occurs first. Material warranty will be provided by Tech Electronics per our Submission's terms and conditions. Job-site labor warranty to be provided by the installing party/contractor. Tech's warranty covers only material listed on this Submission and furnished and/or installed by Tech Electronics.

All warranty work by Tech Electronics, Inc. to be performed on Monday through Friday between the hours of 8:00AM to 4:30PM. If work needs to be performed outside of these hours and/or during holidays for any reason, it will be performed by Tech Electronics on a time and material basis as an extra to this Submission at Tech Electronics' current rate differential between the normal and overtime labor rates plus the minimum overtime service call-out charges.

This warranty does not apply to any products which have been installed incorrectly by the installing party/contractor and/or subjected to mishandling, improper use, or abuse. Please refer to Submission for additional terms, conditions, clarifications, and limitations of warranty.

Tech Electronics of Illinois is a proud member of the IBEW. Our Technicians can proudly arrive on project sites and perform tasks and maintenance functions on everything we sell when others cannot, or should not. Even if Tech is not chosen as your primary subcontractor, please consider using an IBEW Union company for all of your projects.



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## EQUIPMENT RELEASE:

Because of escalating prices and manufacturer's policies of "pricing in effect at time of shipment", all equipment must be ordered and released for shipment within 14 days of signed submission date.

As a special service to its customers, Tech will warehouse the equipment at no extra charge past the 14 days limit if so desired, provided full payment for the warehoused equipment has been received.

## TECH NORMAL WORK HOURS:

NOTE: Unless noted otherwise herein, this Submission is based on all work by Tech being performed on Monday through Friday between the hours of 8:00AM to 4:30PM. If work needs to be performed outside of these hours and/or during holidays for any reason, it will be performed on a time and material basis at Tech's current overtime labor rates as an extra to this Submission.

## SINGLE-PHASE COMPLETION:

Please note that any and all of Tech's services that may have been listed on this Submission are based on a SINGLE PHASE COMPLETION of this entire project. If for any reason this project is to be delivered in multiphases, the additional costs incurred by Tech will be invoiced on a time and material basis at Tech's current labor rates as an extra to this Submission.

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This Submission is merely an offer and shall not be binding upon Tech unless and until signed by an officer of Tech, and any resulting contract shall be subject to the terms and conditions listed above and on "ATTACHMENT A, SUBMISSION TERMS AND CONDITIONS," which is incorporated herein by reference. In lieu of Attachment A, Tech and the Customer may have agreed to a written set of MASTER SUBMISSION TERMS AND CONDITIONS which are incorporated herein by reference. No term, condition, deletion, modification, or other understanding, oral or written, in any way purporting to vary these terms and conditions, whether contained in purchaser's formal purchase order, related forms, or elsewhere, shall be binding upon Tech, unless approved in writing and signed by an officer of Tech.

PAYMENT: 30% Down; Balance Progress Billing

## DELIVERY:

F.O.B. Tech Electronics of Illinois, LLC

IN WITNESS WHEREOF the parties hereto have caused this agreement to be properly executed, intending that it shall be legally binding upon them and their respective heirs, estates, successors and assigns.

**CUSTOMER ACCEPTANCE:** 

## **Tech Electronics of Illinois, LLC**

		Salesperson:		
Authorized Signature	Date		Dylan Leach	Date
Printed Name		Tech Officer's Ac	ceptance	Date
Title		Title		

This Submission shall be void unless accepted within 14 days from the date hereof. Unless indicated otherwise on this Submission, the prices quoted herein do not include any sales tax, duties, excise or other similar taxes. All such taxes imposed will be added as a separate item on the invoice.



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## Attachment A

## **SUBMISSION TERMS AND CONDITIONS**

These Terms and Conditions are provided in connection with a Submission from Tech Electronics of Illinois, LLC ("Tech") to Customer (as defined in the Submission). The Submission is intended as an offer by Tech, and is subject to acceptance by Customer, which shall be indicated by Customer's signature on the Submission. These Terms and Conditions consist of nine (9) Sections, some of which have multiple subsections, the last of which is Section 9.13. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Submission.

#### 1. Services.

## 1.1 Type of Services.

Tech agrees to provide goods and/or services as described in the Submission (the "Goods" and the "Services") in connection with the system(s) (as described in the Submission, the "System"). If Customer desires Tech to provide any additional services other than as set forth in the Submission, then any such additional services shall only be furnished pursuant to a separate agreement.

#### 1.2 Warranty Limitations.

If warranty service is requested because of causes other than breach of a warranty provided by Tech, the service will be provided at Tech's per call rates and terms then in effect. Some examples of causes other breach of warranty include: normal wear and tear; unauthorized attempts by other than Tech personnel to repair, maintain or modify the System or its component parts; catastrophe; failure of equipment not maintained by Tech or of equipment not covered by the Submission; fault or negligence of Customer; operator error, improper use or misuse of the equipment; causes external to the equipment such as, but not limited to, transportation or fluctuations of humidity, temperature, power surges and lightning. Warranty service does not include (i) operating supplies or accessories, cleaning supplies necessary for Customer preventive maintenance, paint, or refinishing the equipment or furnishing materials for this purposes; (ii) electrical work external to the machines or maintenance of accessories; (iii) batteries or lamps; (iv) alterations, attachments or other devices not furnished by Tech unless specifically noted herein; or (v) moves, adds or changes of software and/or System hardware not related to maintenance of the System.

#### 1.3 Movement of Equipment.

To permit continuity of service while the System is covered under warranty, Customer shall give Tech at least thirty (30) days prior written notice of its intent to move any equipment comprising part of the System. Tech personnel shall supervise the dismantling and packing/unpacking of the equipment and shall inspect and reinstall the equipment at the new location, and charge Customer for all such labor and materials provided at its then-current rates and terms. Tech shall be under no obligation to furnish continued services or warranty services if any part of the System is moved from its location of initial installation and/or reinstalled without the prior written approval of Tech.

#### 1.4 Authorization of Tech.

Customer hereby authorizes and empowers Tech, its agents or assigns, if required by the Submission, to: (i) to perform any necessary Services as required to be performed by Tech hereunder; and (ii) enter Customer's premises in the event of an emergency occurring during periods of Customer's apparent or actual absence for the purpose of making emergency repairs to the System, but only if Customer has furnished Tech with a key to its premises. Tech assumes no liability for any delay, however caused, in the installation of the System or for interruption of services, due to strikes, fires, power failures, interruptions or unavailability of telephone service, acts of God, or any other cause beyond the control of Tech. Notwithstanding the foregoing, Tech shall have no obligation to enter Customer's premises without being asked to do so by Customer.

#### 2. Payment Terms.

#### 2.1 Fees; Payment.

The purchase price and the payment terms for the Goods and Services are set forth in the Submission. All sums not paid when due shall bear interest at the rate of 1-1/2% per month or the maximum legal rate permitted by law, whichever is less. All costs of collection of amounts owed hereunder, including reasonable attorney's fees, shall be paid by Customer.

#### 2.2 Expansion of System.

If, during the term of the warranty period, Customer expands the System, Tech may, in its sole discretion, increase the warranty service charge commensurate with the expansion of the System, in which case Tech shall send Customer an additional invoice with such fee prorated over the remaining term of this warranty period. Customer agrees to pay such fee, as increased hereunder, for the remainder of the term of the warranty period set forth in the Submission.

#### 2.3 Additional Charges to Customer.

Customer acknowledges and agrees that Customer is responsible for the following additional costs: (i) discontinued or obsolete hardware and software. In the event the hardware and/or software components on the System are discontinued or rendered obsolete by the manufacturer, then Customer agrees to pay the additional costs to modify and/or purchase the replacement hardware and/or software necessary for the System to function properly as reasonably determined by Tech; (ii) increased service charges of software or System manufacturer. In the event such manufacturer increases service charges to Tech after the effective date of the Submission, Customer agrees to pay the additional costs; (iii) additional charges, imposed at the discretion of Tech, in the event that Customer's software is not maintained at the current manufacturer's software version; (iv) any taxes or fees imposed by local ordinances on the System or the maintenance thereof; and (v) costs to maintain all Customer provided hardware and software in order to maintain compatibility with the System as the System hardware and/or software is upgraded throughout the term of the Submission. In such cases, Tech reserves the right to add a special processing fee as well.



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#### 3. Software Sublicense.

#### 3.1 Right To Distribute and Sublicense; Restrictions.

Tech has acquired from one or more third parties (each a "Third Party") the right to distribute and sublicense certain Third Party software (the "Software") for use in conjunction with the System. Tech hereby grants to Customer a non-exclusive, non-transferable sublicense to use the Software in the System. Customer acknowledges that Tech is only a licensed distributor, and not the creator, owner or manufacturer, of the Software. Tech shall assign to Customer all of its rights and interests in and to any warranty or indemnity offered in connection with the Third Party Software that are assignable by Tech.

#### 3.2 Third Party Software Terms and Conditions.

Customer shall comply with all Third Party terms and conditions applicable to the maintenance of the Software, including but not limited to any requirements to enter into a separate software support and/or maintenance agreement with the applicable Third Party manufacturer, creator or owner and paying all associated maintenance and/or service fees associated therewith. In the event Customer fails to comply with any provisions of the Third Party maintenance terms and conditions, then (i) Tech may terminate the Submission immediately and (ii) any additional Services provided by Tech that are requested by Customer shall be on a time-and-materials basis at Tech's then-current services rates.

#### 3.3 Third Party Beneficiary.

Customer acknowledges that the provisions contained in this Section 3 are intended to protect the Third Party manufacturers, creators and/or owners of the Software; accordingly, each Third Party shall be deemed a third party beneficiary with respect to this Section 3 and shall have the right to enforce this Section as appropriate against Customer.

#### 3.4 Software Release Levels.

Customer shall, at Customer's sole cost and expense, maintain the Software at the then-current version or release of the Software; otherwise (i) Customer may not be eligible to receive Goods and Services hereunder, (ii) Tech may terminate the Submission immediately and (iii) any additional Services provided by Tech that are requested by Customer shall be on a time-and-materials basis at Tech's then-current services rates.

#### 4. <u>Termination</u>

In addition to Tech's rights under Section 8.2, Tech's obligations under the Submission may be terminated pursuant to Sections 3.2, 3.4 and 9.4 of these Terms and Conditions.

#### 5. <u>Warranties, Indemnification, and Restricted Phones Waiver.</u>

#### 5.1 General Warranty.

The scope and coverage of Tech's warranty is set forth in the Submission. The warranty will commence on the date of Customer's First Beneficial Use of the System or on such other date as mutually agreed by Tech and Customer in the Submission or Specifications. "First Beneficial Use" means the point in time when Customer first uses all or any part of the System in its business. If any failure to conform to such warranty be found during the term of the warranty, Tech will correct such nonconformity by replacement of defective material and parts or by making other suitable repairs. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED AND DISCLAIMED BY TECH. Tech does not represent or warrant that the System will not be compromised or circumvented, that the System will prevent any loss by burglary, hold-up, fire or otherwise, or that the System will not be compromised or Customer's premises and to its contents, (ii) Tech has made no representation or warranties nor has Customer relied on any representations or warranties, express or implied, except as set forth herein and (iii) Customer has read and understands the Submission and these Terms and Conditions, including Section 1 and Section 6 setting forth Tech's obligations and maximum liability in the event of any loss or damage to Customer acknowledges and agrees that Tech is not an insurer and that these Terms and Conditions are not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, will be maintained by Customer. Tech's charges are based solely upon the value of the services provided and are unrelated to the value of Customer's property or the property of others located on Customer's premises.

#### 5.2 Disclaimer of Warranties as to Software.

TECH MAKES, AND CUSTOMER RECEIVES, NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY ASPECT OF THE SOFTWARE, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TECH MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE PERFORMANCE OF THE SOFTWARE OR THE RESULTS THAT MAY BE OBTAINED BY USING THE SOFTWARE. ACCORDINGLY, WITH THE EXCEPTION OF ANY WARRANTIES THAT TECH IS AUTHORIZED TO PASS THROUGH TO CUSTOMER DIRECTLY FROM THE APPLICABLE THIRD PARTY, THE SOFTWARE IS LICENSED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. CUSTOMER ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE.

#### 5.3 Indemnification.

CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD TECH, ITS AGENTS AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY FEES, WHETHER THESE CLAIMS AND LAWSUITS ARE BASED UPON ACTIVE OR PASSIVE NEGLIGENCE, INDEMNIFICATION, CONTRIBUTION OR STRICT OR PRODUCT LIABILITY ON THE PART OF TECH, ITS AGENTS OR EMPLOYEES, EXCEPT TO THE EXTENT SUCH CLAIMS, DEMANDS OR LAWSUITS OCCUR WHILE AN EMPLOYEE OR AGENT OF Tech IS ON CUSTOMER'S PREMISES AND WHICH DAMAGES, EXPENSES AND OTHER LIABILITY ARE SOLELY AND DIRECTLY CAUSED BY THE ACTS OF SAID EMPLOYEE OR AGENT. At Tech's option, Tech shall have full control over the conduct, defense and/or settlement of any claim for indemnification hereunder (including the selection of counsel related thereto). Customer shall advance and/or reimburse (at the sole discretion of Tech) all attorneys' fees and all costs, expenses, and obligations incurred by or to be incurred by Tech or any other of the indemnified persons in connection with investigating, defending, participating in (including on any appeal), settling, compromising, preparing to defend, or being a witness in any claim. If, at the time any of the indemnified persons notifies Customer of a claim and Customer has insurance coverage which may cover such claim, Customer promptly shall deliver written notice of such claim to any such insurers and provide Tech a copy of such notice.



## SUBMISSION

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#### The Power of Connection and Protection®

#### 6. <u>Limitation of Liability.</u>

THE TOTAL LIABILITY OF TECH HEREUNDER OR ARISING IN CONNECTION WITH THE PROVISION OF ANY SERVICES, WHETHER BASED UPON OR ARISING OUT OF NEGLIGENCE, STRICT LIABILITY, CONTRACT, TORT, WARRANTY, MISREPRESEN-TATION, PATENT INFRINGEMENT OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER TO TECH FOR SUCH SERVICES OR THE AMOUNT OF \$1,000.00, WHICHEVER IS LESS. THE PROVISIONS OF THIS SECTION SHALL APPLY IN THE EVENT OF LOSS OR DAMAGE, IRRESPECTIVE OF THE ORIGIN, RESULTING DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE OBLIGATIONS SET FORTH BY THE TERMS OF THESE TERMS AND CONDITIONS OR FROM THE ACTIVE OR PASSIVE NEGLIGENCE OF TECH'S AGENTS OR EMPLOYEES. IN NO EVENT SHALL TECH BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO OTHER EQUIPMENT OR ANY PLANT OR FACILITIES, LOSS OF PROFIT, OR LOSS OF PRODUCTION, REGARDLESS OF WHETHER THE CLAIM FOR SUCH CONSEQUENTIAL DAMAGES BE BASED ON WARRANTY (EXPRESS OR IMPLIED), CONTRACT, TORT OR OTHERWISE. TECH SHALL NOT BE LIABLE TO INDEMNIFY CUSTOMER AGAINST ANY CLAIMS MADE AGAINST CUSTOMER FOR SUCH CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD TECH HARMLESS FOR ALL CLAIMS (INCLUDING CLAIMS FOR INDEMNITY) FOR ANY SUCH CONSEQUENTIAL DAMAGES BROUGHT AGAINST TECH.

#### 7. <u>Waiver of Subrogation.</u>

CUSTOMER DOES HEREBY FOR ITSELF AND ANY PARTIES CLAIMING UNDER IT, RELEASE AND DISCHARGE TECH FROM AND AGAINST ALL HAZARDS COVERED BY CUSTOMER'S INSURANCE, AND ALL CLAIMS AGAINST TECH ARRIVING OUT OF SUCH HAZARDS, INCLUDING ANY RIGHT OF SUBROGATION BY CUSTOMER'S INSURANCE CARRIER, ARE HEREBY WAIVED BY CUSTOMER, AND CUSTOMER SHALL PROMPTLY SO NOTIFY ITS INSURANCE CARRIER. THIS WAIVER OF SUBROGATION EXTENDS TO ANY ALLEGED NEGLIGENCE BY TECH.

#### 8. Defaults and Remedies.

#### 8.1 Default.

The happening of any one of the following shall be an "Event of Default" under the Submission: (i) failure by Customer to pay any amount within 30 days after the same is due and payable; (ii) failure by Customer to observe, keep or perform any agreement required of it herein and to correct such breach within 10 days after written notice of same from Tech; (iii) abuse of the System; (iv) dissolution, termination of existence, discontinuance of the business, insolvency or business failure of Customer; (v) initiation of any bankruptcy, reorganization, assignment of the benefit of creditors, or like proceeding by or against Customer; (vi) excessive false alarms caused by Customer; or (vii) allow other vendors to work on the System during Tech's performance of Services or the term of the warranty.

#### 8.2 Remedies.

Upon the occurrence of an Event of Default, then at any time thereafter Tech may pursue one or more of the following remedies: (i) by written notice to Customer, declare the balance of all unpaid amounts due and to become due under the Submission to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1-1/2% per month (18% per year) or the maximum rate permitted by law from the first occurring Event of Default; (ii) receive immediate possession of any Tech owned portion of the System, and for such purpose enter Customer's premises and remove said portion of the System and Customer hereby waives any further rights to the Tech owned portion of the System and any claims resulting from said repossession, including any claim or restoration of the premises to its former condition; (iii) proceed at law or in equity to enforce performance by Customer of the provisions of the Submission, or to recover damages for the breach of the Submission; (iv) discontinue furnishing the Goods and Services, including, without limitation, disabling communication software, hardware and/or firmware contained within the System from the any monitoring facility, and terminate the Submission; and (vi) recover all costs of collection, including court costs, collection expenses, attorneys' fees, reasonable costs of removal of the Tech-owned portion of the System, and any other reasonable costs paid or incurred by Tech in enforcing or attempting to enforce the Submission (including these Terms and Conditions). Furthermore, if there are any other agreements in effect between Tech and Tech, at its option, may deem Customer's default under any or all of such agreements. The above remedies are cumulative and exercise of one does not preclude the exercise of another.

#### 9. <u>Miscellaneous Provisions.</u>

#### 9.1 Subcontracting: Assignment.

Tech shall have the right to subcontract any of the Services which it may be obligated to perform. The Submission and its benefits are not assignable by Customer except upon the prior written consent of Tech. Customer acknowledges that the Submission, and particularly those Sections relating to Tech's maximum liability and third party indemnification, inure to the benefit of, and are applicable to any assignees or subcontractors of, Tech.

#### 9.2 Subcontracting:

The parties recognize that Tech intends to comply with the applicable labor agreement and any Subcontractors to Tech which perform work covered by Tech's labor agreement will provide its employees wages and benefits equal to or better than the wages and benefits contained in the applicable Tech labor agreement. The parties agree that this is a material term and that Tech will rely on the Subcontractor's compliance with this provision.



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#### The Power of Connection and Protection®

#### 9.3 Nonsolicitation.

Neither party may solicit to hire, employ or otherwise receive the services of (except for services provided pursuant to the Submission), any individual who was employed by the other party at the time of such solicitation or employment or at any time during the one year period immediately preceding such solicitation or employment, without the prior written consent of the party employing the individual. Each party acknowledges that in the event it breaches its agreement in this Section 9.2, the non-breaching party would incur costs to recruit and hire a new employee (including, but not limited to, expenses for advertising and other recruiting sources and administrative time in reviewing and selecting candidates). In addition, there would be costs with recruiting and orienting the replacement, including lost productivity and/or efficiency in the handling of other assignments. The parties agree that these costs and expenses may well be difficult, if not impossible, to ascertain with specificity. As a result, the parties have agreed upon a liquidated amount to reasonably compensate the non-breaching party, at a minimum, for the types of damages noted above; that liquidated amount shall be equal to 50% of the annualized compensation (including benefits) of the individual who is solicited, representing the equivalent of six months of pay (including benefits). The parties agree that this is a reasonable estimate of damages and not included as a penalty.

#### Third-Party Beneficiary. 94

Except as provided in Section 3.3, these Terms and Conditions and the Submission are solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement. The parties hereby expressly disclaim any intention to create any third party beneficiaries of these Terms and Conditions or the Submission or the Goods and Services.

#### Force Majeure. 9.5

Tech shall not be liable for nonperformance or delay in performance due wholly or partially to any cause beyond its control, including action or failure of the government to act where action is required, strikes or other labor troubles, riots, power failures, interruption or unavailability of telephone service fire, flood, lightning, earthquakes, or other acts of God. Replacement of the System necessitated by any such event will be at Customer's expense. The Submission may be suspended or terminated, at the option of Tech or Customer, if Customer's premises or the System or any part thereof is destroyed by fire, lightning or other catastrophe or so substantially damaged that it is impractical to continue to provide Goods and Services. Upon such suspension or termination, an equitable refund of the service charges paid, but not yet earned, shall be made. Notice of termination shall be given upon written notice given within ten (10) days of such event.

#### **Entire Agreement.** 9.6

Customer acknowledges receipt of a copy of the Submission and these Terms and Conditions. The Submission (including these Terms and Conditions and any other documents expressly incorporated by the Submission) constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions of the parties, whether oral or written. If there is any conflict between the Submission and Customer's purchase order, or any other document or any oral agreements, the Submission will govern. No conditions in the acceptance by Customer and no subsequent agreements or communications in any way modifying the provisions of the Submission shall be binding unless signed by an authorized representative of Tech.

#### 9.7 Amendments

The Submission may only be amended in a writing signed by both parties. No waiver of any of the terms and conditions contained herein shall be effective unless such waiver is in writing and signed by an authorized representative of the party waiving such condition.

#### 9.8 Severability

In the event any of the terms and conditions of the Submission are declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.

#### 9.9 Governing Law.

The Submission and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of laws rules.

#### 9.10 Waiver of Jury Trial.

EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THE SUBMISSION OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM IN RESPECT OF THE SUBMISSION OR TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. EACH PARTY HERETO AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY.

#### 9.11 Notices.

Any notice provided pursuant to the Submission, if specified to be in writing, shall be in writing and shall be deemed given: (i) if by facsimile, hand delivery or by delivery service, upon receipt thereof; (ii) if mailed, three days after deposit in the U.S. mail, postage prepaid; or (iii) if by electronic mail, upon receipt thereof. All notices shall be addressed to the parties at the addresses specified in the Submission or at such other addresses as either party may in the future specify in writing to the other.

#### 9.12 Binding Effect.

The Submission shall not be binding upon Tech unless approved in writing by an authorized representative of Tech. In the event of failure of such written approval, the sole liability of Tech shall be to refund to Customer the amount paid to Tech upon the signing of the Submission.

#### 9.13 Disclaimers and Waivers.

These Terms and Conditions contain certain exculpatory clauses, disclaimers and waivers to which Customer has agreed. Those clauses are set forth in Sections 5.1, 5.2, 6, 7 and 9.10. Customer's signature on the Submission indicates its acceptance of and assent to such provisions.

## **End of Terms and Conditions**



## Hanson Industrial-Peoria, Inc.

611 McKinley Ave/P.O. Box 4247, Bartonville, IL. 61607 Phone:309-697-3508 \* Fax:309-697-3534 E-mail: bk@hansonindustrialpeoria.com Website: www.HansonIndustrialPeoria.com

# Estimate

Date	Estimate #
11/21/2022	0412-3620

### Name / Address

Village of Morton 120 North Main Street Morton IL 61550

		Terms	Rep	Project	
		Due on receipt			
Item	Description	Qty	Cost	Total	
	Updated 11-21-22				
VHG4-30024G	<ul> <li>Scope: Supply Hot Water NG Pressure Washer and set in place so customer supplied trades to wire 208V1 PH 38Amps (50 Amp Breaker), Natural Gas 1/2 PSIG - capable of 400,000BTU, 3/4" Water Line above 25 PSI but below 80 PSI, Venting straight up through the ceiling (We will supply draft diverter). Hanson will then install wired remote through wall opposite side from pressure washer to Wash bay. Install 3 retractable reels, 1-through the wall opposite side from pressure washer to Wash bay. 2. We will rent a forklift and scissor lift to perform the tasks.</li> <li>Lead-Time 10-12 Weeks from Date of Order, Actual Work without issues, 4 days</li> <li>Stationary, Natural Gas Burner, 8.2-HP Electric Motor Driven, 208 Volt 1ph 38 Amps, 3.9 GPM @ 3000 PSI, 50' High Pressure Hose, VP Wand, Sch 80 Coil, Tri-plunger LANDA Pump, Thermostat, Auto Start/Stop, Powder Coated Paint, Float Tank, High Use Hot Water Pressure</li> </ul>	1	11,340.00	11,340.00	
89248150 001	Wired remote 10" Draft Diverter	1 1	538.00 190.00	538.00 190.00	
Thank you for the	opportunity to provide a quotation!	Subt	otal		
		Sales	s Tax (0.0%)		
		Tota	Total		

Signature



## Hanson Industrial-Peoria, Inc.

611 McKinley Ave/P.O. Box 4247, Bartonville, IL. 61607 Phone:309-697-3508 \* Fax:309-697-3534 E-mail: bk@hansonindustrialpeoria.com Website: www.HansonIndustrialPeoria.com

# Estimate

Date	Estimate #
11/21/2022	0412-3620

### Name / Address

Village of Morton 120 North Main Street Morton IL 61550

		Terms	Rep	Project
		Due on receipt		
Item	Description	Qty	Cost	Total
Discount	Municipality Discount		-3,500.0	0 -3,500.00
001	Hannay Retractable N718 VR	3	1,112.0	0 3,336.00
001	Ball Stops	3	56.6666	
4-020799	100' x 3/8" I.D. Hose 6000PSI Double Wire	3	297.0	
	(Blue w/ Red guards)	<sup>c</sup>		
001	PW-2 400' hook up hose	1	803.0	803.00
KRT-MPX 06-06	3/8" Male Threaded Hose Swivel Fitting for Crimping	8	13.2	
306553	3/8" High Pressure Ball Valve	8	83.0416	
		•		
140407	1/2" x 3/8" Bushing	6	2.8733	
2-0004	Nipple, 1/4" HEX Steel	6	2.5016	
101119499			70.3433	
32.564	Swivel, 3/8"NPTM-3/8"NPTF, 4000PSI/250Degree F.	3	60.7133	
4-0601	Pressure/Temperature Testing Gauge, 0-5000 PSI, 0-500 Degrees F	1	185.2	3 185.23
2-0045	Tee, 3/8" Street Tee	2	13.6	6 27.32
2-0043		2		
	Misc Strut, Hardware, 2" PVC for hose, straps, etc	1	1,162.0	· · · · · ·
001	Scissor Lift and Forklift Rental	1	1,300.0	,
Labor-Road-HIP	Labor Done On The Road	1	3,425.0	0 3,425.00
	Water Filter System: Carbon and Anti Scale System			
213107	New Style Big Blue Filter Housing,	2	112.5	0 225.00
	HSG-FLT-PP-20IN-BB-1FPT-PR-GLBL (NEED TO			
	SELL W/ 237025 BRACKET)			
Thank you for the o	pportunity to provide a quotation!			
Thank you for the o	pportunity to provide a quotation:	Subt	otal	
		Sale	s Tax (0.0%)	
		Tot	Total	

Signature



## Hanson Industrial-Peoria, Inc.

611 McKinley Ave/P.O. Box 4247, Bartonville, IL. 61607 Phone:309-697-3508 \* Fax:309-697-3534 E-mail: bk@hansonindustrialpeoria.com Website: www.HansonIndustrialPeoria.com

# Estimate

Date	Estimate #		
11/21/2022	0412-3620		

### Name / Address

Village of Morton 120 North Main Street Morton IL 61550

		Terms		Rep		Project
		Due on recei	pt			
Item	Description	Qty		Cost		Total
237025 MAXETW-FF20 107060 001 Labor-Road-HIP	Mounting Bracket for New Style Big Blue Filter Housing, BKT-CRS-FF-SGL Big Blue Carbon Block New Style Scale Net Cartridge Filter, FLT-CTG-SCX-F1-6GPM-20IN-BB Misc Fittings and Connections Labor Done On The Road		2 1 1 1 1 1	30.6 147.2 325.0 65.0 425.0	21	61.22 147.21 325.00 65.00 425.00
Thank you for the o	pportunity to provide a quotation!	S	ubte	otal	_	\$22,145.65
		S	ales	s Tax (0.0%)	)	\$0.00
		Т	ota	al		\$22,145.65

Signature