



# Proposal

**TO:** LAKE COUNTY PUBLIC BLDG  
COMMISSION  
18 N COUNTY ST  
WAUKEGAN IL  
USA 60085

**ATTN:** MIKE TOPP

JOHNSON CONTROLS CHICAGO  
ROCKFORD IL CB - 0N01  
3007 MALMO DR  
ARLINGTON HEIGHTS IL 600054727  
**PH:** (866) 854 - 4768  
**FAX:** (847) 364 - 1548

**Date:** 06/04/2018  
**Quote Ref:** 1-UWP3PYS  
**Project Name:** Winchester House Compressor teardown  
**Site:** WINCHESTER HOUSE  
1125 N MILWAUKEE AVE  
LIBERTYVILLE IL 60048-1304

We propose to furnish the materials and/or perform the work below for the net price of: \$14,149.50

**For the above price this proposal includes:**

YORK Chiller #1 (Installed 1988) Model YTB2B2B2CHA SN: YKRM249921. The Chiller will not make oil pressure. Tested oil pump and checked filter. The Oil Sample (discolored) is being processed. Note work to date will be invoiced separately). At this time we recommend that a bearing and internal compressor inspection be performed. This is limited to Refrigerant management rigging and disassembly of the compressor at this point to assess the extent of damage. PLEASE REFER TO ATTACHED SCOPE

**This proposal DOES NOT include:**

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal.

**Important:** This proposal incorporates by reference the Terms and Conditions attached

This proposal is hereby accepted and  
Johnson Controls is authorized to proceed  
with the work, subject to credit approval by  
Johnson Controls, Inc. Milwaukee, WI.

This proposal is valid through: 06/30/2018

This quote was prepared for your review by: **Thomas Gallagher**

**LAKE COUNTY PUBLIC BLDG  
COMMISSION**

**Johnson Controls Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO: \_\_\_\_\_

WINCHESTER HOUSE 1125 N MILWAUKEE AVE LIBERTYVILLE IL 60048-1304

Problem: YORK Chiller #1 (Installed 1988) Model YTB2B2B2CHA SN: YKRM249921. The Chiller will not make oil pressure. Tested oil pump and checked filter. The Oil Sample (discolored) is being processed. (This work will be invoiced separately). At this time we recommend that a bearing and internal compressor inspection be performed. This is limited to Refrigerant management, rigging and disassembly of the compressor at this point to assess the extent of damage.

We appreciate the opportunity to work with you on this project. We believe YORK offers the best value for centrifugal chiller service, especially involving YORK machines. Some of the important benefits YORK offers include:

- YORK Johnson Controls technicians assigned to this project will have Factory Certified training on the specific procedures for the compressor disassembly, inspection and reassembly. Based on the age of this chiller, this is critical. We have the best industry knowledge of being able to repair this chiller. Please note that parts are expensive due
- Our technicians have years of experience servicing and maintaining YORK centrifugal chillers.
- Technicians have access to the required Compressor Tool Kit for this style of compressor
- Direct access to YORK engineering resources to assist with any aspects of the tear-down to ensure the project goes smoothly and efficiently.
- Compressor Tear-down (complete disassembly & inspection) including:
  - Factory-trained and certified YORK technicians with years of experience performing complete disassembly, repair and reassembly work on YORK centrifugal compressors.
  - Removal of refrigerant from chiller.
  - Storage of refrigerant in vessels provided by YORK.
  - Gantry and rigging required to remove/replace compressor.
  - Removal of shaft seal and complete disassembly of compressor (unless bearings are seized to shaft or to their housings in which case additional cost will be incurred or the chiller scrapped).
  - Cataloguing all gaskets, bearings, impeller, o rings etc. that will be required if the chiller is repaired.
  - Complete written report with detailed scope of work completed, all problems and deficiencies found and recommendations for replacing parts and corrective action.
  - Does not include any repair parts, vane or motor repair or inspection.

Price.....Inspection only per quotation

**(IMPORTANT):** This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

#### **TERMS AND CONDITIONS**

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

**1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

**2. INVOICE AND PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due here in under and purchaser Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will agree to pay be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.

**3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

**4. EQUIPMENT WARRANTY.** Johnson Controls, Inc. (JCI) warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

**5. LABOR WARRANTY.** Johnson Controls, Inc. (JCI) warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.

**6. LIABILITY.** Johnson shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

**7. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

**8. DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Johnson's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.

**9. COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Purchaser.

**10. PAYMENT.** Customer shall pay all invoices when due in accordance with the payment terms provided for in the Agreement, and such payment is a condition precedent to Johnson Controls' obligation to provide products or perform services under the Agreement. In issuing any purchase order related to or arising out of this proposal and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all Johnson Controls invoices for an amount greater than \$25,000 shall be paid via wire transfer, check or money order, and that Customer shall not make, nor will Johnson Controls accept, payment in excess of \$25,000 in the form of a credit card, debit card, or other similar payment device.

**11. DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

**12. INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.

**13. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

**14. OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

**15. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

**16. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.