



SPENDING AUTHORIZATION FORM

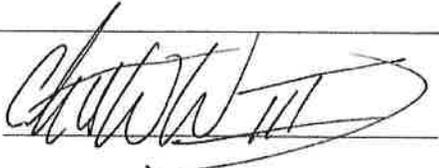
Pursuant to Whitestown Ordinance No. 2009-10, all purchases over \$5,000 must be pre-approved by a body having authority to approve claims.

Name of Requestor: Chuck Willig Department: Facility Maintenance

Total Amount Requested: \$29,069.00 Budget Line Number: Police Station Bond

General Description of Purchase (Attach additional materials as appropriate):

Two new HVAC units for gym area.

Signature of Requestor: 

Clerk-Treasurer Office Verification:

Sufficient funds are available in the budget line numbers set forth above for the purchase amount requested above:

Signature of Clerk-Treasurer Designee: 

Printed Name: Matthew Sumner

Board Approval:

On _____, the _____ of the Town of
Whitestown approved the above requested spending authorization in an amount not to exceed
\$ _____.

Signature of Board President or Secretary

*All payments must follow applicable claims approval procedures.

**Requestor is responsible for ensuring any applicable bidding procedures (statute and/or ordinance) are followed.

PROJECT AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
01/28/2020	PP91372	

BY AND BETWEEN:

Vasey Commercial, Inc.
10830 Andrade Drive
Zionsville, IN 46077

AND

Town of Whitestown
6210 Veterns Drive
Whitestown IN 46075

hereinafter CONTRACTOR

hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):**GYM Unit**

Remove, recover and dispose of existing 48TME014-501 rooftop unit (S#4206G50394) per EPA regulations.

Provide and install a new Bryant 580JP14D224A3A0AD

Voltage: 208/230/3

Cooling Capacity: 150,000 BTU 2 stage

Heating Capacity: 180,000 / 224,000 BTU 2 stage

R410A

High Static

Field installed options:

Economizer

Hailguards

Reconnect to existing thermostat

Reconnect to existing electrical

Reconnect to existing ductwork

Reconnect to existing gas line

No curb adapter required

Reconnect to existing smoke detector

Required Permits

Crane

Exclusions:

All High Voltage wiring and disconnects by others.

Unit will be furnished with manufacturer's limited five year compressor and one year parts warranty

Labor is warranted for one year.

Total Investment \$15,593.00

If both gym systems are done at the same time \$29,069.00

Smoke detectors if current ones are non-functional are \$375.00 each

PROJECT AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

New Honeywell Vision Pro commercial grade programmable thermostat, add\$300.00

Lead Time: In Stock

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within (10) days of receipt. Any alteration or deviation from the above proposal involving extra cost of material or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

CONTRACTOR

CUSTOMER

Signature (Sales Representative)

Larry Pennycuff

Signature (Authorized Representative)

Approved For Contractor

Signature

Name (Print/Type)

Name & Title

Title

Date

Date

PROJECT AGREEMENT TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect.
3. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
6. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
7. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
8. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
12. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.