

**Service Division Proposal**

Date: 6/ 8 /2023

Attn: Kevin Eggleston / James

Via Email: [keggleston@livgov.com](mailto:keggleston@livgov.com) ; [JGallagher@livgov.com](mailto:JGallagher@livgov.com)

**Subject: Replacing the Judicial Boilers with current Lochinvar replacements.**

**Quotation Number:** M2023-0214

**Location:** Livingston County Judicial Building  
204 S. Highlander Way  
Howell, MI. 48843

We are pleased to submit a quotation for the following special services:

- Disconnect and remove both existing boilers and boiler pumps. Boilers will be removed from the customer's site and disposed of properly.
- Supply and install 2 new Lochinvar CBN1257-M13 Copper Fin, natural gas fired boilers, with (2) new Armstrong - ARM3024PBF, ½ hp pumps.
- Quote includes all venting, gas piping, hot water loop, electrical modifications that will be needed for installation.
- All new piping will be insulated after the piping is complete.
- After the installation is complete, we will start the boiler and verify proper operation and document the pressures and temperatures including a new CSD-1 safety inspection sheet.

**Total Cost: \$62,550.00**

**Delivery:** 7-10 weeks boiler lead time

Notes and Exceptions:

- None noted.

Sincerely,

Tim Smith

Sales / Service Consultant

[tsmith@williamewalter.com](mailto:tsmith@williamewalter.com)

C: 810-241-1357

**Service Proposal Acceptance:  
Quotation # M2023-0214**

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

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

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



# Standard Business Terms and Conditions

## Acceptance and Prices

This proposal is subject to acceptance within 30 days. Prices are subject to adjustment if acceptance is delayed or modified. Future price adjustments may be required. Notice of adjustments shall be provided in writing. Taxes are not included.

The Customer will reimburse all costs and expenses incurred to William E. Walter, Inc. if accepted orders are canceled.

## Working Hours

The work specified in this proposal is based on regular working hours of regular working days unless otherwise stated. If the Customer requests that the work be performed other than during regular working hours William E. Walter, Inc. may request additional charges for the additional services.

## Payment

Payment terms for customers with established credit are **net 30 days**, unless contrary terms are stated. Past due service charges of 1-½% per month may apply on any principle amount due after 30 days.

## Liability

William E. Walter, Inc. and the Customer shall indemnify, defend, and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney fees, resulting from death or bodily injury or damage to property of the other or other persons, arising out of or resulting from the negligence or misconduct of their respective employees, or other authorized agents in connection with their activities within the scope of their agreement. However, neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault the obligation to indemnify shall be proportional to their relative fault. Neither party shall be liable to the other for any special, indirect or punitive damages.

Any liability for incidental or consequential damages is expressly disclaimed. William E. Walter, Inc. will not be liable for repairs to any equipment damaged by reason of negligence, faulty system design, misuse, abuse by others or caused by conditions beyond its reasonable control. William E. Walter, Inc. maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by the Customer under this Agreement.

## Customer Obligations

The customer shall:

- Operate the equipment in accordance with manufacturer's recommended instructions.
- Promptly notify William E. Walter, Inc. of any unusual operating conditions.
- Provide access to the equipment including removal, replacement, or refinishing of the building structure if necessary.
- Pay for any services and materials not specifically included in this agreement. Additional charges will be made upon customer's authorization at the prevailing rates.

## Hazardous Materials

The Customer shall be responsible for the removal, handling, and disposal of all hazardous materials. Title to all hazardous materials or substances shall at all times remain with the Customer.

## Warranty

William E. Walter, Inc. extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of 30 days from the completion of work performed. William E. Walter, Inc. expressly limits its warranty to cover only that portion of equipment which had specific service done by William E. Walter, Inc. These warranties do not extend to any service that has been repaired by others, or which has not been properly maintained. No warranty is made against corrosion, erosion, or deterioration.

## Complete Agreement

The terms and conditions in William E. Walter's forms, acknowledgements, quotations, and invoices constitute the entire and exclusive agreement between the customer and William E. Walter, Inc.

## Modification of Terms

No addition or modification of terms and conditions shall be binding upon William E. Walter, Inc. unless agreed to by William E. Walter, Inc. in writing. William E. Walter's acceptance of any order shall not be constructed as consent to any additional terms and conditions.

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• 1917 Howard Ave., Flint, MI 48501 •  
• Toll Free: (800) 681-3320 • Phone: (810) 232-0740 • Fax: (810) 232-3128 •