



Service Division Proposal

Date: 4/12/2024

Attn: Kevin Eggleston / James Gallagher

Address: 420 S. Highlander Way
Howell, MI. 48843

Via Email: KEggleston@livgov.com; JGallagher@livgov.com

Subject: Replacing the 2-Raypak heating boilers located in the South mechanical room.

Quotation Number: M2023-0476

Location: Livingston County Judicial Center
204 South Highlander Way
Howell, MI. 48843

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

- We will provide and install 2- Lochinvar CHN0652 Copper-Fin II, 650,000 BTU's, rated at 85% efficiency, 4-stage burner, with Lochinvar boiler pumps, and ability to link with the other boiler for reset and sequencing.
- We will disconnect and remove both of the existing boilers and boiler pumps.
- The new Lochinvar boilers and pumps will be installed in the same location as the existing Raypak boilers. The new boilers will be installed in a primary/secondary configuration and the gas line and flue venting will be connected to the new boilers and any needed alterations are included.
- The boiler controls will be linked to each other, and the lead boiler will be controlling the outdoor reset and the sequencing.
- After the boilers are installed, the new boilers will be started, proper operation will be verified, and the start-up information will be documented.

Total Cost: \$ 66,550.00

Delivery: TBD

Notes and Exceptions:

- None noted.

Sincerely,
Tim Smith
Sales / Service Consultant
tsmith@williamewalter.com
C: 810-241-1357

**Service Proposal Acceptance:
Quotation # M2023-0476**

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.