

Service Division Proposal

Date: 12/20/2023

Attn: Kevin Eggleston / James Gallagher

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

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

Subject: Replacing the existing 1,250,000 btu heating boiler with 2- Lochinvar FTX500N- 500,000 btu boilers, with efficiency up to 98%.

Quotation Number: M2023-0475B

Location: Livingston County Law Center Building
210 S. Highlander Way
Howell, MI. 48843

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

- Quote included 2-new Lochinvar FTX500N – 552,000 btu, up to 98% efficient, modular 10:1 turndown burner, outdoor reset, and built in sequencing controls with outdoor reset and Wi-Fi capability.
- We will drain the heating system loop down and then disconnect the near boiler piping, gas piping, and flue piping so the boiler can be removed.
- We will be able to install the boilers on the pad next to each other with proper clearance.
- We will alter the piping to include both boilers in a primary / secondary loop configuration. Each boiler will come with its own circulation pump and both boilers will be linked together and operate in a lead – member operation that will manage the boiler operations.
- Boilers include BACNET control board in each boiler to enable communication with a BMS.

Total Cost: \$ 77,205.00
Delivery: TBD

Notes and Exceptions:

- Proper water conditions are necessary for heat exchanger warranty.

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

**Service Proposal Acceptance:
Quotation # M2023-0475B**

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.