



**DATE:** 9/25/2018

**SOW # HEATING  
BOILER PROJECT**

**PROPOSAL**

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| <p><b>PREPARED FOR:</b><br/>Routt County Justice Center<br/>ATTN: Steve Faulkner/Julie Kennedy<br/>Job Site Address:<br/>1955 Shield Drive<br/>Steamboat Springs, CO 80487<br/><a href="mailto:sfaulkner@co.routt.co.us">sfaulkner@co.routt.co.us</a><br/><a href="mailto:jkennedy@co.routt.co.us">jkennedy@co.routt.co.us</a></p> | <p><b>PREPARED BY:</b><br/>CT Garcia<br/>Aftermarket Sales Manager<br/>T-M Service Company Inc.<br/>789 Park Street<br/>Castle Rock CO 80109<br/><a href="mailto:ct@tbmansfield.com">ct@tbmansfield.com</a></p> |
| <p><b>DESCRIPTION:</b><br/><br/>Received and offload two (2) Units<br/>Move and stage boilers<br/>Remove and dispose old units<br/>Install and commission new units</p>  | <p><b>EQUIPMENT:</b><br/><br/>Fulton Endura Hot Water Heating Boilers<br/>1) Model # EDR-1500<br/>2) Model # EDR-1500</p>   |

**SERVICE AGREEMENT - SCOPE**

T M Service Company shall provide and install the listed equipment above as outlined below. This shall include all Delivery, Loading, Disposal of old boilers, Parts, Labor and Travel Expenses.

- Mobilize to jobsite with technicians and equipment
- Offload and stage new boilers
- LOTO of old boilers and ancillary equipment independently
- Remove and dispose old units
- Install new units
- Startup and commission new units
- Coordinate and commission BAS Comms with BAS personnel
- Perform operational training to Routt County Justice personnel

**This quote will include and be limited to the following:**

**B-1, B-2**

Two (2) each Fulton Endura Model EDR-1500 boilers. The input capacity of each boiler will be 1,500,000 BTU/HR at sea level.

**Features and Devices**

- Duplex Stainless Steel Firetube Heat Exchanger
- Fully Condensing Ultra-High Efficiency Design
- Suitable for Variable Primary Arrangements
- 160 PSIG Maximum Allowable Working Pressure
- 210°F Maximum Allowable Working Temperature
- Factory Recommended Maximum Setpoint 190°F
- Fully Modulating Natural Gas Operation
- Direct Spark Ignition
- Supply Water Temperature Sensor (High Limit)
- Return Water Temperature Sensor
- Low Water Cut Off Probe with Manual Reset
- NEMA 1 Enclosure Electrical Control Panel
- Low NOx Emissions <20 ppm
- Combustion Air Intake Filter
- Integral Lock Up Type Regulator
- Ventless Gas Train Utilizing Vent Limiters
- Safety Interlock Contacts for External Device
- Monitoring Dry Contacts (Status, Demand, Alarm)
- Remote Boiler Enable Contacts
- Emergency Stop (E-Stop) Contacts

**Trim Kit Items (Loose)**

- ASME Safety Relief Valve (60, 100, 125, 160 PSIG Options)
- Pressure & Temperature Gauge
- Hydronic Supply Header Temperature Sensor
- Single Boiler Condensate Trap w/ pH Neutralizer Kit
- Installation and Operation Manual
- Touch Up Spray Paint

**Control Capabilities**

- Fulton SOLA Flame Safeguard, Temperature and Lead/Lag Controller
- Large 7" HD Color Touch-Screen Display
- Integrated Cascade Up to 8 Boilers
- Modbus Communication Protocol
- Gateway for BAS Systems interface (BacNet – shipped loose)
- Accept 4-20 mA Remote Setpoint Signal
- Motorized Isolation Valve Control for Variable Primary Systems
- DHW Pump Start/Stop Signal
- Boiler Pump Start/Stop Signal
- Flue Gas Exhaust Temperature Monitoring
- Frost Protection

### **Listings & Compliance**

- ASME Section IV Code, "H" Stamp
- ETL Approved to the UL-795 Standard
- CSD-1 & CSA Controls and Fuel Train
- XL GAPS Compliant, Supersedes IRI
- FM Compliant Fuel Train Components
- AHRI Certified to BTS-2000
- SCAQMD Certified
- TCEQ Compliant
- Control Panel Wired in a UL 508 Facility

### **Payment Terms:**

- Net 30, with approved credit (deposit may be required, depending on credit status)
- Prices Do Not Include Sales Tax
- Prices in Effect for 60 Days from Date of Proposal
- If applicable, proof of tax exempt status must be supplied with the PO
- All Canceled orders are subject to a restock charge
- Late payments will result in fees
- *See Full Terms & Conditions Below*

### **Lead Times:**

- Submittal Drawings: 1 Week
- Production Time: 6-8 Weeks

### **Boiler Warranty:**

- Ten (10) year Thermal Shock
- Ten (10) year Pressure Vessel
- Parts: Eighteen (18) months for shipment -or- Twelve (12) months from startup; whichever comes first
- Warranty on Boiler Pressure Vessel and Components **DOES NOT** include Labor

### **Installation Service Warranty:**

- One (1) year on all materials, based on manufacturer warranty agreement
- One (1) year on all service, installation and workmanship

### **Limitations**

This agreement, except as expressed above, will be limited to coverage of equipment as stipulated in specific "Factory" warranty in regards to the "Factory" liability. T M Service Company will not be responsible or liable for repair costs resulting from original installation, operation or maintenance done improperly and against T M Service Company's direction or control. This is providing that T M Service Company is not the source of cause or it is within reasonable concession and TMS in agreement with customer regarding scope intent. Furthermore this includes damages caused by exterior sources or failure of utility systems connected to boiler equipment resulting in obvious and extensive damage. For example: Severe weather or flooding, utility power overload, natural gas supply overpressure and Building Automation System failure or adverse control of equipment.

### **Exclusions**

- All equipment outside scope and not listed unless provided as part of system by T M Service Co.
- Scheduling of State Boiler Inspector for Annual Inspections. (This will be customer's responsibility.)

**Itemized Costs**

Boilers (2) EDR-1500.....\$46,638.00  
Materials .....\$7,750.00  
Labor .....\$30,240.00  
Expense .....\$12,032.00

Truck freight to the jobsite with unloading by T M Service Company Personnel  
Freight for two (2) Boilers .....\$5,400.00  
Permitting Estimate from Routt County Building Department..... \$250.00  
Performance Bonding.....\$3,500.00

**Total Cost NOT INCLUDING APPLICABLE TAXES.....\$105,810.00**

**Customer responsible for supplying current tax exempt certification to T M Service Company**

**Routt County Justice Authorization**

**T M Service Company Authorization**

Name \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Purchase Order \_\_\_\_\_

## **T M Service Co Terms and Conditions of Sale**

**1. AGREEMENT.** These terms and conditions of sale apply to all goods, services, or combination of goods and services, sold, furnished or provided by TM Service Co (the "Seller"). They are the exclusive terms applicable to the goods and services provided by the Seller and any additional or different terms in any request for proposal, purchase order, invoice, or other document will be of no force or effect unless they are in a document signed by each party.

**2. PRICE; PAYMENT.** The price agreed to by the Seller is firm for thirty (30) days. Prices do not include taxes, freight or insurance. Payment terms are as indicated in Seller's proposal, or if not shown in the proposal, thirty (30) days net from the date of the invoice unless otherwise agreed in writing.

**3. DELIVERY.** Delivery is F.O.B. the place of shipment. The buyer assumes all risk of loss following delivery of the goods to the first carrier. Dates for the delivery or shipment of goods or performance of the services are approximate only and are subject to change.

**4. WARRANTIES.** The Seller hereby assigns to the customer any rights it may have under any warranty extended by a third party covering the goods or any part thereof. Goods manufactured by others and resold by the Seller carry the original warranty only but do not carry any additional warranty by the Seller unless stated specifically in writing or as set forth below.

**(a). LIMITED WARRANTY.** The Seller warrants that all services furnished by it shall be performed in a good and workmanlike manner. The duration of this warranty is ninety (90) days from the performance of the services. Except in cases where a manufacturer's warranty is available, the Seller further warrants that any goods provided by the Seller will be free from defects in material and workmanship for a period of one (1) year from the date of shipment.

**(b). WARRANTY REMEDY.** All warranty claims against the Seller must be made within the warranty period. The Seller will, at its option and expense, repair or replace, F.O.B. Seller's plant, any goods that are defective, will re-perform any services that do not meet this warranty, or both. If the Seller is unable to repair the goods or re-perform the services so that they conform to the warranty after a reasonable number of attempts, the Seller will refund the portion of the purchase price paid that is attributable to the goods or services that were defective. These remedies are the exclusive remedies for breach of warranty.

**(c). EXCLUSIONS FROM WARRANTY.** These warranties are inapplicable to and exclude: (i) damage caused by accident or negligence, normal wear and tear, erosion, corrosion or by disasters such as fire, flood, wind and lightning; (ii) damage caused by the failure to follow all installation and operating instructions or manuals or to provide normal maintenance; (iii) damage caused by improper water treatment; (iv) damage caused by unauthorized or improper installation of attachments, repairs or modifications; or (v) any other abuse or misuse. **THE SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**5. HAZARDOUS MATERIALS.** Any hazardous materials encountered by the Seller at the site will be the responsibility of the customer and may cause delays in performance. Where such services involve boilers or boiler equipment, the customer shall be responsible for having the stack, chimneys and/or breeching cared for, inspected, and cleaned by a qualified provider. The Seller does not clean or inspect chimneys or breeching.

**6. SELLER'S REMEDIES:** The Seller has the right to recover all amounts owed or incurred as a result of the goods and services it has provided. The customer specifically agrees that the Seller may suspend its performance in the event the customer fails to pay any amounts owed when due.

**7. INDEMNITY.** The customer will defend, indemnify and hold harmless the Seller and its officers, agents and employees, from and against any and all third party claims arising from the customer's gross negligence. The Seller will defend, indemnify and hold harmless the customer from and against any and all third party claims arising from Seller's gross negligence. Except for indemnification claims arising from the gross negligence of a party, neither party will be liable for any direct, indirect, special, incidental or consequential damages.

**8. FORCE MAJEUR.** Neither party will be liable for delays in performance (other than the obligation to pay for services rendered and goods sold and delivered) caused by acts of God, flood, fire, storm, freeze, accident, wars, riots or other events beyond its control.

**9. GOVERNING LAW AND DISPUTE RESOLUTION.** This agreement and any dispute arising under or with respect thereto will be governed by the laws of the State of *[Colorado]*. Except for amounts owed to the Seller for which it will be permitted to sue in any court of competent jurisdiction, any dispute, controversy or claim arising out of, or in connection with this agreement shall be finally settled without recourse to the courts in accordance with the rules of the American Arbitration Association. The number of arbitrators shall be one, the applicable rules shall be those of the American Arbitration Association and the location of the arbitration shall be in the city where the Seller's principal office is located, unless otherwise agreed in writing. The parties agree to discuss any point of disagreement in good faith and to escalate issues within their respective organizations before taking the dispute to arbitration in accordance with this section.

**10. NOTICES.** Unless specifically directed otherwise, whenever written notice is required under this Agreement, it may be provided by e-mail or other recognized electronic means and the parties further agree that communications and other business dealings between the parties may where appropriate also be conducted by such means.

**11. GENERAL.** The rights and remedies contained herein are the exclusive remedies available for breach. Neither party shall assign this Agreement or a purchase order without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No waiver by either party of any default or breach by the other party will operate as or be deemed a waiver of any subsequent default or breach.

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| <p><b><u>Routt County Justice Center</u></b><br/>Customer</p> <p>Name: _____</p> <p>Signature: _____</p> <p>Date: _____</p> |
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| <p><b><u>T M Service Company</u></b><br/>Seller</p> <p>Name: _____</p> <p>Signature: _____</p> <p>Date: _____</p> |
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