



NORTH MECHANICAL
CONTRACTING & SERVICE

Mechanical – Plumbing – Controls -- Refrigeration

TO: Tippecanoe County Jail	FOR: Replacement of PVI water Heater	QUOTE: KEK-21021
LOCATION: 2640 Duncan Road Lafayette, IN 47904	PHONE: 765-423-9341	DATE: 4/12/2021
ATTENTION: Tony Dildine		PAGES: 2

Replacement of PVI water heater with two (2) PVI Conquest 80L units.

Scope of Work:

- Isolate and lock out utilities to existing PVI water heater.
- Demo and remove existing PVI water heater to be disposed of offsite.
- Extend concrete housekeeping pad 1'x 5' and pin to floor and existing pad.
- Cut corner from concrete housekeeping pad for the hot water storage tanks to maintain floor space.
- Provide and install two (2) new PVI Conquest 80L water heaters.
- Provide and install 1" black pipe for gas to connect to existing PVI gas supply for one new heater.
- Provide and install 1" black pipe from existing tap on gas line to provide gas supply to adjacent new water heater.
- New water heaters to be staggered on existing concrete housekeeping pad.
- Provide and install two (2) Bell & Gossett 30 G.P.M pumps for operation with the domestic hot water system.
- Provide and install piping and isolation valves to connect heaters to building domestic hot water for emergency usage.
- Provide and install aquastats and controls to operate pumps.
- Provide and install new flue pipe for two (2) new water heaters through roof.
- Modifications to existing roof curb for flue pipe to be done by Midland Engineering and is included in this scope.
- Electrical work to be done by Long Electric is included in this scope of work.
- Provide and install Armaflex insulation on all new piping.
- Start up and checkout of new water heaters and owner training is necessary.
- Cleanup of worksite.

Total Investment\$94,514.00

Clarifications:

- ◆ Work to be performed during normal working hours;
- ◆ Based on client's valves in proper working condition;
- ◆ Material prices are subject to immediate change due to current market conditions;
- ◆ Taxes are not included;
- ◆ Permits are not included;
- ◆ Anything not mentioned above is excluded;
- ◆ This quotation subject to management approval;
- ◆ Standard terms and conditions apply.

Safety and your complete Satisfaction are our focus. Thank you for this opportunity.

If you have any questions, please call. Thank you, This quotation is accepted by:

Kyle Kottkamp

4/12/2021

Kyle Kottkamp (765) 637-9829

DATE

CLIENT SIGNATURE

DATE

QUOTATION IS SUBJECT TO NEGOTIATION AFTER 30 DAYS

This document is confidential and contains proprietary and intellectual property of North Mechanical Services, Inc. No information contained hereto may be discussed or shared with other parties that may assist other contractors, bidders, vendors, subcontractor or competitors to garner advantage.



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General Terms and Conditions for Services

1. APPLICABILITY.

- a. These terms and conditions for services (these "Terms") are the only terms that govern the provision of services and any provision of goods by NORTH MECHANICAL SERVICES, INC. ("Service Provider") to the customer which accepted the accompanying Quotation ("Customer").
- b. The accompanying Quotation (the "Quotation") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Quotation, these Terms shall govern unless the Quotation expressly states that the terms and conditions of the Quotation shall control.
- c. These Terms prevail over any of Customer's general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

2. **SERVICES.** Service Provider shall provide the goods and services to Customer as described in the Quotation (collectively, the "Services") in accordance with these Terms

3. **CUSTOMER'S OBLIGATIONS.** Customer shall: (i) cooperate with Service Provider in all matters relating to the Services and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Service Provider, for the purposes of performing the Services; and (ii) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of this Agreement.

4. **CUSTOMER'S ACTS OR OMISSIONS.** If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay

5. PAYMENT TERMS; INTEREST ON LATE PAYMENTS

- a. Service Provider shall issue invoices to Customer and Customer shall pay all invoiced amounts due to Service Provider within 30 days after Customer's receipt of such invoice. All payments hereunder shall be in US dollars and made by check or wire transfer.
- b. In the event payments are not received by Service Provider within 30 days after becoming due, Service Provider may: (i) charge interest on any such unpaid amounts at a rate of 1.5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and (ii) suspend performance for all Services until payment has been made in full.

6. **TAXES.** Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder

7. **CONFIDENTIAL INFORMATION.** All non-public, confidential or proprietary information of Service Provider, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by Service Provider to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Customer without the prior written consent of the Service Provider. Service Provider shall be entitled to injunctive relief for any violation of this Section

8. **REPRESENTATION AND WARRANTY.** Service Provider represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

9. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10. **FORCE MAJEURE.** The Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage

11. **GOVERNING LAW.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Indiana.

12. **SUBMISSION TO JURISDICTION.** Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Indiana in each case located in the City of Indianapolis and County of Marion, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.