



McMillan James Equipment Co.

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QUOTATION

To: City Of Keller

Project: Keller Pointe

Location: Keller, TX

Bid Date: 10/30/2018

Project: 4779

Engineer: _____

Plan Date: _____

Addendum: _____

Plan #: _____

Proposal: 002160

Revision: 00

ITEM A: (1) DEHUMIDIFICATION UNIT TURNKEY REPLACEMENT: Buy Board # 501-15

Equipment:

- One (1) Dehumidifier – (replacement for existing system)
- 100 Ton 4- Compressor
- R410a Refrigerant
- 40,000 CFM @ 2" ESP – Direct Driven Plug Fan
- ODP Motor, 460/3/60
- Purge/Economizer Motorized Damper and OA Motorized Damper
- Exhaust Fan and Purge/Economizer Fan
- Horizontal 2" Double Walled – Return Plenum – Left Side
- Supervisaire Microprocessor with Unit mounted and remote mounted control panel
- BACnet (IP and Ethernet)
- O/A Damper, filters, actuator and 7-day time clock
- OACC Condensing Unit with R410a Refrigerant
- Non-Fused Disconnect Mounted
- Gas Pool Water Heaters
- 2 Year Parts Warranty and 5-Year extended compressor warranty
- Freight and Startup
- Lead time is 18-20 weeks.
- One week in Transit
- 2-3 Weeks Down Time to install.

Removal and installation of existing system:

- Obtain city permits and arrange and coordinate for inspections for the work required
- Provide Hoisting, removal of units and replacement as described:
 - Reclaim R-22 refrigerant from piping
 - Remove the condensing unit, and the pool unit, including rigging and crane charges, coordination, and field labor
 - Disconnect and prepare schd 80 PVC pool piping for reconnection
 - Disconnection of condensate drain piping
 - Removal of gas piping for reconnection to new unit
 - Disconnection of electrical on equipment
 - Hoisting and installation of provided units and condensing units
 - Furnish 6 galvanized pipe extensions to raise new unit to 8' above grade to avoid "pit recirculation of condenser air"
- Provide and install refrigerant piping and roof/ground supports for new 410 piping as follows:
 - Furnish and install type ACR refrigerant piping and fittings
 - Purge piping and use of dry nitrogen during brazing operation
 - Leak checking, purging, and evacuation of installed piping

- Connection to provided unit and condensing unit
- Furnish and install paint grip metal cover for refrigeration piping with paint grip metal and paint to match building trim for refrigerant piping outside wall
- Ductwork modifications and installation
 - Provide aluminum supply ductwork connection for the pool units with double wall insulated (R-8) duct connection
 - Provide aluminum double wall (R-8) return air ductwork
- Install new control panel, sensors, and control wiring for control of new units (wiring installed in mostly re-used conduit)
- Furnish and install required electrical work wiring and disconnects. We intend to re-use fused disconnects, but to modify wiring and conduit to reconnect pool unit and condenser.
- Removal, re-work, and replacement of gas piping.
- Pressure testing of gas piping.
- Reconnection, purging of air and water flow for pool piping required
- Install P-trap and condensate drain piping required
- Provide re-start, check out and refrigerant and charging for units

TOTAL DELIVERED PRICE FOR ITEM A (NOT INCLUDING TAXES)\$855,500.00

Thank you for considering MJEC for the above referenced project. This proposal expires on 12/1/2018



References

Keller ISD - Keller Natatorium - 2015 TurnKey Install
 City of Irving - Irving Heritage Center - 2018 Turnkey Install
 Mansfield ISD Natatorium - 2018 Installed by contractor
 Carroll ISD - Carroll Aquatic Center - Units on order for TurnKey Install
 City of Lancaster - Lancaster Rec Center - Unit on Order for Turnkey Install
 City of Denton - Denton Rec Center - Unit on Hold for Approval for Turnkey Install.

Thank you for considering MJEC for the above referenced project. This proposal is valid for 30 days.

Regards,

Mark McMillan
 President
 McMillan James Equipment Company

Terms and Conditions of Sale

Acceptance and Prices -- This proposal is subject to acceptance within thirty days from date, and the prices are subject to change without notice prior to acceptance by Buyer. Following acceptance by Buyer, the prices stated will be increased by the percentage increase in list prices from those effective on the date of order receipt to those effective on date of shipment unless prices are stated to be firm on the face of this proposal and the conditions of the firm price proposal for release for immediate production and shipment are met. Any delay in shipment caused by Buyer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay. In no event will prices be decreased.

Acceptance of orders for MCMILLAN JAMES EQUIPMENT COMPANY (the "Company") shall be made by the Company or by manufacturers the Company represents.

Performance -- The Company shall be obligated to furnish only the goods described in the Company submittal data (if such data is issued in connection with this order) and as described on the reverse side hereof.

The duty to perform under any order on the part of the Company and the price thereof is subject to the approval of its Credit Department and is also contingent upon strikes, accidents, fires, the inability to procure materials from the usual sources of supply, the requirements of the United States Government (through the use of priorities or preference or in any other manner) that the Company diverts either the material or the furnished product to the direct or indirect benefit of the Government, or upon any like or unlike cause beyond the control of the Company. Upon disapproval of the Credit Department or upon the occurrence of any such event as aforesaid, the Company may delay performance or, as its option, re-negotiate prices and terms and conditions of sale with the Buyer. If the Company elects to renegotiate and the Company and the Buyer are unable to agree on revised prices or terms, the order shall be canceled without any liability.

Taxes -- To the prices and terms quoted add any manufacturer's gross receipts, sales, or use tax, either Federal, State, or Local payable on the transaction under any applicable statute.

Warranty and Liability -- The Manufacturer (or Manufacturers) warrants for a period of 12 months from date of shipment, that the Company products covered by this order (1) are free from defects in materials and workmanship and (2) have the capacities and ratings set forth in the Company's catalogs and bulletins; provided, that no warranty are limited to furnishing f.o.b. factory or warehouse at Company designated shipping point, freight allowed to Buyer's city (or port of export for shipments outside the conterminous United States) replacement equipment (or at the option of the Company parts therefore) for all Company products not conforming to this warranty and which have been returned to the manufacturer. The Company shall not be obligated to pay for the cost of lost refrigerant.

No liability whatever shall attach to the Company until said products have been paid for and then said liability shall be limited to the purchase price of the equipment shown to be defective. The Company will consider backcharges only if they are approved by the Company before any work relating to them commences. Backcharges will not be considered without prior approval.

The Company makes certain further warranty protection available on an optional extra-cost basis. Any further warranty must be in writing, signed by an officer of the Company.

This warranty and liability set forth herein are in lieu of all other warranties and liabilities, whether in contract or in negligence, express or implied, in law or in fact, including implied warranties of merchantability and fitness for particular use. In no event shall the Company be liable for any incidental or consequential damages.

Shipment Dates -- Shipment dates are estimated only. No contract will be made to ship in a specified time unless in writing, signed by an officer of the Company. Shipments shall be f.o.b. factory or warehouse at named shipping point with title passing to the Buyer upon delivery to the carrier by the Company.

Returns -- Goods must not be returned except by permission of the Company, and when so returned will be subject to discount.

Cancellation -- If, following acceptance of this proposal by the Buyer, all or any portion of this order is canceled by the Buyer without default on the part of the Company or without the Company's written consent, the Buyer shall be liable to the Company for cancellation charges including, but not limited to, the Company's incurred costs and such profit as would have been realized by the Company from the transaction had the agreement not been breached by the Buyer.

Payment -- Payment terms for goods shipped there under will be Net 30 days unless contrary terms appear on the face hereof or unless otherwise expressly agreed to in writing by the Company. The Company will in no case accept retention of funds by the Buyer, whether it is being held "pending owners acceptance" or for any other reason. The Company reserves the right to add to any account outstanding for more than 30 days a service charge of 1 1/2% of the principal amount due at the end of each month, or the maximum allowed legal interest rate, if a lesser amount. In the event of a lawsuit, 33 1/3% of the invoice amount will be added to the invoice for all legal expenses incurred.

Acceptance of Proposal: The above prices and
Specifications are satisfactory and hereby accepted.
Payment will be made as outlined above.

X Print Name: _____

X Signature: _____

Date: _____