



PROPOSAL

Date Jan. 5, 2025

Quote No. 01052026-GL

South Tama Community School
Attn: Steve McAdoo
215 W. 9th St.
Tama, Ia. 52339

RE: Replace Mod Motor, Ball Joints, and Pilot Solenoid Valve

Thank you for the opportunity to quote you on the following for your consideration. We propose to supply the necessary labor, material and equipment for American Boiler & Mechanical to perform the following:

- Replace Mod Motor, Ball Joints, and Pilot Solenoid Valve
- Test end switches in mod motor
- Test pilot solenoid valve
- Test pilot light and settings
- Recheck combustion
-

The lump sum price for the scope of work detailed herein is: \$4,695.17

Note: This amount excludes applicable sales tax, freight, and shipping charges.

Notes & Exclusions:

The following items are not included in this proposal:

1. Applicable sales tax
2. Freight and shipping costs
3. Tariff surcharges
4. Asbestos or lead paint abatement
5. Compliance with prevailing wage requirements
6. Engineering services or calculations of any kind
7. Any work not explicitly outlined in this proposal
8. Monday through Friday regular day shift hours unless otherwise noted

TERMS AND CONDITIONS

American Boiler Services, Inc (and all subsidiaries, here in referred to as “the Company”). Our terms are Net 30 days, and in the event payments are late or otherwise not received by American Boiler & Mechanical when due, then Buyer shall make further payments calculated at a rate of 1.5% of the total amount due per month. In the event American Boiler & Mechanical takes any action to collect any



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417-658-1130

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Salina, KS 67401
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payments due as a result of any late or non-payment, then Customer further agrees to pay any and all reasonable expenses and costs of such collection, including reasonable attorneys' fees.

All credit card transactions will have a 3% processing fee added to the invoice amount.

The price quoted in this proposal shall be held firm for thirty (30) days, unless specifically stated otherwise above, after such time, the price may be subject to change. Raw material increases that hit due to delays in contracting or other trades will be passed on in an initial change order. All work performed under this agreement shall be invoiced as the job progresses. Our applicable sales tax has not been included in the quoted price. Should you choose to accept this proposal, please sign, date, and return a signed copy to our office within thirty (30) days from the date of this proposal.

The Company will not proceed with work beyond the agreed upon contract or scope of work, including design criteria, without a change order to include: the agreed upon price, permission to proceed, agreement to payment, and the extension of any completion dates (if affected).

The Company is not responsible for delays due to inclement weather. This includes safety concerns pertaining to road conditions and site conditions for outdoor work. The Company will monitor the weather forecast and communicate any concerns to the customer. If the work site is "out of town" and the forecast includes inclement weather, the Company reserves the right to delay said work, OR the customer agrees to additional charges including: Eight (8) hours of time for each individual on the project at that time as well as additional subsistence per individual.

Should inclement weather cause a change in scope for outdoor work, the project is subject to additional charges related to the scope change.

No adjustments for liquidated or consequential damages have been included in this proposal and the Company will not be liable for such.

Customer is to supply the necessary water, electricity, and sanitary facilities unless specifically addressed in the proposal or scope of work.

The Company has not included testing, handling or removal of hazardous waste unless specifically addressed in the proposal or scope of work.

The Company has not included NDE or other third-party testing unless specifically addressed in the proposal or scope of work.

Pricing is based upon the Company having an uninterrupted work schedule with unfettered and full access to the work required.

The Company assumes no responsibility for sizing or configuration of customer supplied equipment or parts or customer supplied calculations and/or sizing of systems or components.

The Company has no liability for acts, errors, omissions, and/or delays caused by the customer, independent contractors, agents employed by the customer.

No permits or bonding costs were included in this proposal unless specifically addressed in the proposal or scope of work.



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Warranty – Services performed carry a one-year labor and material, from the date of installation, warranty unless otherwise stated. All manufacturer warranties are a pass-through from the Company to the customer and are subject to manufacturer warranty terms. There is no warranty on used parts and equipment.

The customer and its representatives agree not to solicit the Company's employees or its subcontractor employees to work direct for the customer, either by change of employment direct to the customer or by "moonlighting". The Company considers its employee roster and any contact information to be confidential. Violation of this may result in legal action to collect damages from the customer in the amount equal to lost billing rates for each employee for up to 1 year along with any interest and attorneys fees necessary to collect damages.

The Company will not be responsible for field verifying any engineered or drawings provided by others.

The Customer shall indemnify and hold harmless American Boiler Services, Inc. and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Customer, anyone directly or indirectly employed by the Customer (except the Company and contractors directly or indirectly furnished by the Company) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage, or losses due to the presence of hazardous materials.

AMERICAN BOILER SERVICES, INC. D/B/A AMERICAN BOILER & MECHANICAL ("AMERICAN BOILER & MECHANICAL") MAKES NO WARRANTIES, AND CUSTOMER HAS NOT RELIED ON ANY WARRANTIES, EXCEPT FOR THOSE EXPRESSLY PROVIDED BY AMERICAN BOILER & MECHANICAL TO THE CUSTOMER IN WRITING. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL AMERICAN BOILER & MECHANICAL BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, 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 AMERICAN BOILER & MECHANICAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL AMERICAN BOILER & MECHANICAL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO AMERICAN BOILER & MECHANICAL PURSUANT TO THIS AGREEMENT.

NOTICE TO MISSOURI OWNERS:

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS



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CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

NOTICE TO KANSAS OWNERS:

IF YOU PAY THE CONTRACTOR FOR WORK OR EQUIPMENT, MATERIAL OR SUPPLIES DELIVERED WITHOUT HAVING RECEIVED, FROM THE CONTRACTOR, A WAIVER OF LIEN BY ALL SUBCONTRACTORS OR OTHER EVIDENCE OF PAYMENT TO ALL SUBCONTRACTORS, A LIEN MAY BE FILED AGAINST YOUR PROPERTY BY A SUBCONTRACTOR. YOU MAY REQUEST FROM THE CONTRACTOR A LIST OF ALL SUBCONTRACTORS. IF YOU RECEIVE NOTICE OF THE FILING OF A LIEN STATEMENT BY A SUBCONTRACTOR, YOU MAY WITHHOLD FROM YOUR CONTRACTOR, THE AMOUNT CLAIMED IN THE SUBCONTRACTOR'S STATEMENT PENDING RESOLUTION OF THE DISPUTE

Respectfully Submitted by:
American Boiler & Mechanical

Customer Acceptance by:
Customer

Gene Lostroh Service Manager

Name – Title

Signature of Acceptance

January 5, 2026
Date of Proposal

Printed Name

Date of Acceptance

PO #



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