



Date 5/8/25

Irrigon Elementary 490 SE Wyoming Irrigon, OR 97844

Re: Replace (1) Cast Iron sectional Burnham Boiler

Dear Brandi,

Thank you for the opportunity to provide our proposal for this project. McKinstry employs an integrated services model to deliver thousands of building solutions across the Portland Metro and SW Washington area. We are excited to apply our experience at developing and executing a variety of projects to address your current needs. We were asked to provide pricing for the replacement option budgets to install a new boiler system located at the Irrigon Elementary School . Listed below are the project details and our recommendations.

REFERENCED DOCUMENTS

Scope of work is for budgetary purposes. Contacted boiler technician Brian Hawkins for project info.

EXISITNG CONDITIONS

Existing cast iron Burnham Boiler Serial Number 64456300 Model Number PV115WML is showing signs of failure and replacement will be needed in near future. It had been requested to provide budgetary numbers for boiler replacement options. It has been discussed with clients to reduce redundancy option to (2) @ million BTU boilers for a partial redundant system.

RECOMMENDATIONS

Provide labor and material budgets for installation of (2) 2 million BTU boilers

(2) 2 million BTU Modulating condensing high efficiency boilers for Partial redundancy

SCOPE OF WORK

Our scope of work options includes equipment, labor, and materials to perform the following work:

- Provide labor material and equipment per recommendations above.
- Lock out tag out all equipment prior to performing work.
- o Includes removal and disposal of (1) Burnham boiler.
- Includes all rigging to remove and replace boiler.
- Includes piping modifications as needed to replace (1) Burnham boiler
- o Includes new primary pump for boiler loop in boiler room.
- o Includes modifications to gas lines as needed to accommodate new boilers.
- o Includes new gas regulators for new boilers.
- o Includes new condensate drain neutralizers if Modulating condensing boilers are installed
- o Includes modifications to flue piping to accommodate new boiler.
- o Includes modifications to existing 120V 1 phase circuits to accommodate new boiler.



SCOPE OF WORK CONTINUED

- o Includes McKinstry licensed electrician to perform all electrical work.
- o Includes integration of controls by current controls contractor Clima-tech
- o Includes McKinstry licenser boilers techs to install piping and boilers
- o Includes daily site clean-up and removal of all debris created from scope of work.
- o Includes new piping insulation where piping modification were needed.
- o Remove Lock out / Tag out.
- Start-up and verify proper operation by licensed boiler tech.
- o Includes electronic copy of Operation and Maintenance close out documents.
- Trade Permits (FPP permit program)
- 1-Year Parts and Labor Warranty

COST OF WORK

Scope Item Upgrade (2) Lochinvar modulating condensing boiler 2 million BTU

PROJECT SPECIFIC EXCLUSIONS

- Working out of sequence
- Recovery of schedule delays caused by others
- Warrantee of existing systems or equipment
- Refractory replacement or repairs
- Pressure/expansion tanks (other than stated above)
- Correction of any existing code violations
- Schedule delays caused by trade stacking
- Fire watch
- Utility pad or extensions
- Engineering (other than stated above)
- 3rd Party balance report or inspections
- Upgrades of high voltage feeds
- Abatement or testing of any kind
- Concrete cutting, patching, etc.
- Consequential damages
- Cutting and patching of walls, ceilings, and structure
- Damage caused by unmarked utilities or utilities marked in the wrong location
- Freeze protection
- Storage tank
- Overtime/shift work
- Seismic/structural upgrades
- Service/repair work
- Structural engineering/supports/fees
- Special inspections



PROJECT SPECIFIC EXCLUSIONS CONTINUED

- Upgrades or repairs to existing equipment and systems other than stated.
- X-Ray or GPR of concrete

Sincerely,

Brian Erdahl | Senior Project Manager 503.740.6251 | <u>briane@mckinstry.com</u>

About McKinstry

Since 1960, McKinstry has been a national leader in designing, constructing, operating, and managing high-performing buildings. Using a unique, integrated approach that cares for a building throughout its life, we reduce waste, save money, and assure comfort. Our construction group was the first mechanical contractor to join with designers and engineers under one roof to create a model of design-build-operate-and-maintain for optimal operation and efficiency.

McKinstry's "For the Life of Your Building" philosophy supports our commitment in taking responsibility to design, build, and sustain our clients' facilities.

Safety

McKinstry focuses on jobsite and company safety and has enjoyed excellent safety ratings for over 10 years. As a people-first company, safety is taken very seriously. The safety of our employees can never be compromised for operational efficiency.

MCKINSTRY OFFERS THESE SERVICES:



- Design-build MEDFP
- Engineering
- Mobile service and maintenance programs
- Remote monitoring & issue management
- Critical facility management
- Commissioning
- Energy efficiency retrofits
- Energy management
- Facility condition assessments
- Fire protection
- Electrical
- Data
- Full Mechanical (plumb, pipe, sheet metal)

We have a full-time safety team dedicated to preventing loss and maintaining a safe and healthy work environment. Our safety policies are tested and evaluated by each of our departments and we expect full implementation of our safety program by all employees at all levels.

SITE SAFETY LEADERSHIP



Our Project Manager has the ultimate responsibility for safety on this project. Responsibility and leadership in establishing and maintaining a safe working environment starts at the top. The Superintendent has the next line of responsibility. This professional is charged with the overall, day-to-day responsibility of helping foremen plan safety into each job task. The Superintendent is required to assist with Tool Box Safety meetings, oversee the Foreman's compliance with safety regulations, and provide leadership to crew leaders in need of direction or assistance.

OREGON INTRASTATE EMR RATES				
2018	2019	2020	2021	2022
0.56	0.57	0.67	0.80	0.80

At McKinstry, we believe "safety is no accident".

We prepare and plan safe work sites to avoid accidents and injuries.

Terms & Conditions

PERFORMANCE OF WORK

McKinstry shall perform the scope of work ("Work") specified herein. McKinstry shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Customer shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for McKinstry to perform any and all aspects of the Work.

PAYMENTS

Customer shall pay McKinstry the compensation specified herein ("Price") for the value of Work that McKinstry has completed, as the Work is completed. Customer shall pay McKinstry within thirty (30) days of receiving an invoice. McKinstry will be entitled to interest at the maximum rate allowed by law on all sums overdue and unpaid from the date due.

WARRANTIES

Customer shall receive a one (1) year warranty that covers labor and materials provided by McKinstry as part of the Work. This warranty commences on the date that the portion of the Work warranted is substantially complete. However, McKinstry makes no warranty whatsoever regarding components of the Work provided by third parties, and in such case the terms of the third party's warranty, including manufacturers' warranties, if any, shall apply between Customer and the third party. The warranties in this section are exclusive and in lieu of all other warranties, whether express or implied.

TERMINATION

Either Party may terminate this agreement upon fifteen (15) days written notice to the other Party. In such case the rights and obligations of each Party that arose prior to the termination date shall survive such termination, except that McKinstry shall have no obligation to perform Work after termination.



DISPUTES

In case of dispute between the Parties, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation, then the Parties shall pursue mediation. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, then either Party may commence binding arbitration. No litigation will be commenced by either Party unless all of the foregoing steps have been pursued to completion.

CHOICE OF LAW, VENUE

The validity, interpretation, and performance of this agreement shall be governed by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.

FORCE MAJEURE

Neither McKinstry nor Customer shall be considered in breach of this agreement to the extent that the Party's performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire, earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism.

NO WAIVER

No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

INTELLECTUAL PROPERTY

Intellectual property provided by McKinstry to Customer as part of the Work are instruments of service owned by McKinstry and are not "work made for hire" as such term is defined under U.S. copyright law. When the Work is performed to completion, McKinstry grants to Customer a limited license to use the Intellectual Property to operate, maintain, renovate, and manage the subject matter of the Work.

DAMAGES LIMITATION

Neither party shall be liable for any consequential, indirect, special, incidental, exemplary, or similar, damages or losses, including loss of profits, whether based in contract or tort or any other theory, even if a party has been advised of the possibility of such damages. Furthermore, the total aggregate liability of either party, under any theory, is limited to the agreement Price.

INDEMNIFICATION

Each party shall indemnify and hold harmless the other party from and against all third-party claims, damages, losses and expenses for bodily injury, sickness, disease, or death or destruction of tangible property but only to the extent directly caused by the negligent acts or omissions of the indemnitor.

SEVERABILITY, SURVIVAL

If any portion of this agreement shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the



agreement shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.

AMENDMENT

This agreement may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

COMPLETE AGREEMENT

This agreement, including the exhibits attached hereto, is a fully integrated agreement. Any legal terms and conditions appearing elsewhere in this agreement shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing list. All previous agreements between McKinstry and Customer as to the Work are superseded by this agreement.