



**MLN Service Company**

Mechanical Contractors

10101 Mula Road  
Stafford, Texas 77477  
713.782.3633 T  
713.782.3340 F  
www.mlncompany.com

9/27/2023

Galveston ISD  
Delton Kelly – Director of Maintenance & Operations  
4302 Avenue Q.  
Galveston, TX 77550



**Re: Scope of Work: "New" Boiler - MECC at San Jacinto**

**Choice Partners Agreement: 22/049MF-13**

MLN Service Company is pleased to offer this proposal for your consideration. We propose to perform the following HVAC services below at the referenced location:

**Scope of work: Install "New" RBI Boiler**

- Provide submittals to customer for approval.
- Provide labor and materials to isolate, disconnect water piping, gas piping, vent and remove existing boiler from the mechanical room.
- Provide labor and rigging to set new one (1) new boiler on the existing equipment pad.
- Provide labor and materials install one (1) new 3-way mixing valve.
- Provide labor and materials to modify water piping for the new boiler.
- Provide labor and materials to modify gas piping.
- Provide labor and materials to modify vent pipe to adapt to the new boiler.
- Provide labor and materials to reuse in-line recirculating pump.
- Provide labor and materials to re-insulate any disturbed insulation by MLN.
- Provide Factory Start-up.

**Boiler Includes:**

- FB1500N0R2A0EA00G1J2
- Boiler RBI Futera II FB 1500
- Featuring 85% efficiency, Cast Iron Headers, Low NOx | -1,500,000 BTU, Natural Gas,
- 2 stage firing mode, Copper ASME heat exchanger, 75# relief valve, Indoor installation.
- Honeywell, Keyboard Display Module

**Your total investment for this project will be \$63,448.00 plus applicable sales taxes.**

**Performance & Payment Bond if Required ..... \$**



**Clarifications:**

- Work scope is based upon specifications provided by customer.
- Labor is based on regular working hours.
- **MLN warranty is one (1) year on any defective materials or workmanship.**
- **Standard lead time is 7 weeks on coil.**
- **Boiler lead time is 3-4 weeks.**
- **RBI Manufactures warranty is 1year parts only.**
- Project start is contingent upon a mutually agreeable contract.
- All agreements are contingent on accidents and delays beyond our control.
- We have Not Included the costs for prior service and/or diagnosis which will be Invoiced Separately.
- No equipment and/or materials will be ordered until submittals are approved.
- No additional work beyond specified work scope will be performed by MLN Service Company unless written approval is received first.
- All Salvage/Scrap/Refrigerant is calculated in this proposal.
- This proposal may be withdrawn if not approved within thirty (30) days of proposal date.
- All work will be performed on a concurrent schedule.
- MLN terms and conditions apply.

**Exclusions:**

- Taxes
- Floor protection
- Electrical
- Controls work
- Bacnet card
- Co monitor or sensors
- Gas regulator
- Pumps
- Painting/labeling
- Isolation and or containment apparatus
- Payment and Performance bonds
- Choice Partners/ Buy Board
- Asbestos/Hazardous material testing, removal or disposal
- Structural engineering, design, drawings, alterations
- MEP design, drawings
- Correction of existing code violations



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*This proposal and any subsequent contract price for the work or project covered by this proposal shall be subject to time and cost adjustment for any delay or price increase arising out of or relating to the effects of the recent Coronavirus (COVID-19) outbreak.*

**\*\*\*\*\*Proposal pricing valid for 30 days. Please contact MLN Service Account Executive listed below for updated pricing past 30 days \*\*\*\*\***

Once again thank you for the opportunity to be of service on the above project. If you have any additional questions or comments, please don't hesitate to give me a call **346-463-8986**

Respectfully,

\_\_\_\_\_  
Authorized Signature of Acceptance / P.O.

\_\_\_\_\_  
Date

Matt Guthrie

MLN Service Company

[mguthrie@mlncompany.com](mailto:mguthrie@mlncompany.com)

Cell: 346-463-8986

24-Hour Dispatch: 713-782-3633





## TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Structural alterations, patching and painting are excluded. Purchaser agrees to provide MLN with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. MLN agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge MLN for any costs or expenses without MLN's written consent.  

Unless specifically noted in the statement of the scope of work or services undertaken by MLN under this agreement, MLN's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBS, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by MLN shall not operate to compel MLN to perform any work relating to Hazards without MLN's express written consent.
2. **INVOICING & PAYMENTS.** MLN may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay MLN hereunder and purchaser agrees to pay MLN on additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If MLN's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of MLN, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, MLN shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute there for.
4. **WARRANTY-NEW INSTALLATION.** MLN warrants that new equipment furnished shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by MLN, for a period of one (1) year from installation. MLN warranty for equipment furnished and/or installed but not manufactured by MLN, MLN will extend the same warranty terms and conditions which MLN receives from the manufacturer of said equipment. For equipment installed by MLN, if Purchaser provides written notice to MLN of any such defect within thirty (30) days after the appearance or discovery of such defect, MLN shall, at its option, repair or replace the defective equipment, if said equipment is still under original warranty period. For equipment not installed by MLN, MLN warrants its workmanship or that of its agents in relationship to installation of equipment and/or system repairs for a period of ninety (90) days from date of installation and/or service. Customer shall bear all labor costs associated with replacement of failed equipment, parts and/or materials still under MLN's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All transportation charges incurred in connection with the warranty for equipment not installed by MLN shall be borne by Purchaser. With regard to any materials or equipment not furnished by MLN, MLN shall have no warranty obligations and customer will be responsible for handling any and all warranty issues directly with the supplier and/or manufacturer. All warranty work will be performed during regular hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** MLN shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by MLN or, alternatively, shall provide MLN with acceptable tax exemption certificates. MLN shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** MLN shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond MLN's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of MLN.
8. **COMPLIANCE WITH LAWS.** MLN shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits shall be procured and paid for by the Purchaser. Work required to upgrade system to comply with current or future laws and /or building codes shall be the responsibility of the purchaser and is not included.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of MLN's standard limits will be furnished when requested and required. No credit will be given or premium paid by MLN for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the-indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon MLN unless accepted by MLN in writing.