TDIndustries is licensed and regulated by the
Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
1-800-803-9202 or 512-463-6599
www.license.state.tx.us

Texas State Board of Plumbing
P.O. Box 4200
Austin, TX 78765

TDIndustries

Company:	Saginaw Police Department | 505 W McLeroy Blvd	**Building Name:**	Saginaw Police Department | 505 W McLeroy Blvd
Bill to Address:	505 W McLeroy Blvd Saginaw, TX 76179	**Building Address:**	505 W McLeroy Blvd Saginaw, TX 76179
Contact:	James Crippen	**Job Name:**	Saginaw Police| water heater replacements
Phone:	817-808-4173	**Date:**	April 18, 2023
Email:	jcrippen@saginawpolice.org	**OPP No:**	36068 Buy Board contract # 631-20

TDIndustries, Inc. is very pleased to have the opportunity to provide pricing for the above referenced property. Please find listed below the scope of work that will be performed.

Scope of Work:

- Will shut off water, drain both tanks, disconnect PVC vent piping and electrical and gas piping and remove both heaters and old drain pans from closet and dispose of per EPA guidelines.
- Provide and install two new AO Smith BTH 120 condensing gas water heaters and new drain pans,
- Will reconnect to exiting water lines, replace dielectric unions where needed. Reconnect gas line and electrical. repair any pipe insulation where needed.
- will turn on water test for leaks and start up and test operation.
- will clean up work area when completed

Notes:

- This proposal does not include after-hours labor
- Additional repairs will be quoted separately
- **Please Note: Stated pricing valid for 14 days from issue date**

Total Price for Labor and Materials (Excluding Sales Tax) ------- $31,000.00

* Net due upon receipt of invoice. Remit to P.O. Box 300008, Dallas, TX 75303-0008

Thank you very much for the opportunity to provide pricing for the work listed above. Please contact me at the numbers listed below if you have any questions or need further information.

Respectfully submitted,

Larry Zollinger
Technical Account Manager III
TDIndustries
Larry.Zollinger@TDIndustries.com
O: 817-306-6521| C: 817-319-0559

Accepted by

Date

Clarifications

- Following our core value to "Fiercely Protect", our employees are empowered to stop work at any time where they deem the safety of themselves or anyone else is in jeopardy. We will immediately seek to resolve any concerns by engaging with our customer and safety department to elevate the issue which will allow work to resume.
- This proposal is based on performing work during normal working hours and at normal wage rates paid by TDIndustries, Inc.
- Price is based on the assumption that the structure is of sufficient strength that all piping, duct and equipment can be supported from it.
- Proposal is inclusive of all permits and inspections as required by local and state agencies. Where work is being performed under a General Contractor, we will validate under Contractors Building Code permit.
- **Please Note: Stated pricing valid for 14 days from issue date**. All pricing is based on award of contract and work commence not later than 60 days from the date of this proposal.
- TDIndustries, Inc. assumes no responsibility for existing services / conditions, their quality and/or performance.
- Existing valves must close and hold.
- TDIndustries, Inc. assumes no responsibility for condition of utilities or parking lots/roadways above or below grade.
- TDIndustries disclaims any responsibility for incorrect data contained in the plan, specs and/or engineering data.
- Proposal is based on use of building elevators.
- Delays Caused by Coronavirus Concerns. Notwithstanding any other provision of this Agreement, any delay caused by good faith actions taken by Owner, Design-Builder, or federal, state or local government agencies in an effort to thwart, limit, prevent or treat coronavirus shall be excused. This excuse shall also apply to a shortage of materials or labor as a result of the coronavirus threat.

Exclusions:

- Sheetrock or concrete cutting, removal or patching of any nature.
- Cleaning or painting of existing grilles.
- Ceiling removal or replacement.
- Concrete work of any nature.
- Cutting or patching of drywall or block walls.
- Cutting or patching of existing pavement for incoming services.
- Smoke dampers or smoke ventilation other than stair pressurization.
- Insulation of existing un-insulated ductwork.
- Modifications of existing ductwork and piping due to conflict with new lighting fixtures or new structural/architectural modifications.
- Repairs or modifications of existing mechanical equipment or systems.
- Roof cutting and patching unless specified by owner
- Roofing work.
- Cutting roof deck.
- Leveling roof curbs.
- Any pre-existing conditions (gas pressure, electrical, structural).
- Any hot water problems that exist outside the scope of the boiler room (mixing).
- Additional work required to meet OSHA or ADA standards.

Any additional work not listed in the scope above will require written authorization by the customer before TDIndustries, Inc. can proceed.

Revised 09/2021

LIMITED WARRANTY

1 EQUIPMENT, GOODS, MATERIAL PURCHASED AND INSTALLED BY TDINDUSTRIES: TDIndustries, Inc. shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of equipment, goods, or material that are defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the customer and sole obligation of TDIndustries, In. THERE ARE NO WARRANTIES, EITHER WRITTEN OR ORAL, IMPLIED OR STATUTORY RELATING TO THE EQUIPMENT, GOODS, OR MATERIAL, PROVIDED WHICH EXTEND BEYOND THAT DESCRIBED IN THIS PARAGRAPH. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

2 LABOR - TDIndustries, Inc. warrants its labor associated with the project above, to be free from workmanship defects for a period of 90-days from the date of completion unless otherwise noted above. Sewer and Drain Cleaning - TDIndustries, Inc. warrants its workmanship for sewer and drain cleaning for a period of 24 hours from the date of completion. Any foreign material retrieved from sewer or drain during the warranty period will discharge the warranty and incur additional costs for clearing the stoppage.

3 This proposal is submitted for customer's consideration with the understanding that it must be approved by TDIndustries, Inc. after its acceptance by the customer and is not binding upon TDIndustries, Inc. until so approved in writing.

4 Your acceptance of this proposal is expressly limited to the terms of this document. Any additional or different terms or conditions set forth in your purchase order or in any similar such communication are hereby objected to by TDIndustries, Inc. and shall not be binding nor effective unless assented to in writing by an authorized representative of TDIndustries, Inc. Any order or any statement of intent to proceed with installation or any direction to proceed with installation or acceptance of this proposal or payment in full or part for any of the work or equipment furnished shall constitute customer's assent to the terms and conditions of this proposal.

THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE CONTAINED IN ANY ATTACHMENT HERETO.

STANDARD TERMS AND CONDITIONS

THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE CONTAINED IN ANY ATTACHMENT HERETO.

1 TDIndustries, Inc. liability or any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such labor, equipment, goods or material, or part thereof involved in the claim.

TDIndustries, Inc. shall not, under any circumstances, be liable for any labor charges without the prior written consent of TDIndustries, Inc. TDIndustries, Inc. shall not, in any event, be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits, revenues, loss of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If TDIndustries, Inc. furnishes Customer with advice or other assistance which concerns labor, equipment, goods, or material furnished hereunder, or any systems or equipment in which of such equipment, goods, or material may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject TDIndustries, Inc. to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

2 If TDIndustries, Inc. encounters asbestos, polychlorinated Biphenyl (PCB) or other hazardous substances on the site, TDIndustries, Inc. will stop work and report the condition to the owner or owners' representative. TDIndustries, Inc. will not resume work in the affected area until the asbestos, PCB's or other hazardous substances have been removed or otherwise controlled so that it does not pose a health or safety threat.

3 Any installation dates given in advance are estimated. Installation will be subject to prior orders with TDIndustries, Inc. TDIndustries, Inc. shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond TDIndustries, Inc. reasonable control.

4 On arrival of any equipment, goods and material at the shipping address specified on the reverse side hereof, Customer shall assume all risk or loss or damage to such equipment, goods, or material.

5 In the event Customer requires TDIndustries, Inc. to delay shipment or completion of the work under this proposal, payment pursuant to this proposal shall not be withheld or delayed on such account. TDIndustries, Inc. shall have the right to deliver any portion of the equipment, goods or material to be furnished hereunder and to bill Customer therefore, and Customer agrees to pay for the same in accordance with terms of the payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery. In such event, such portion of the equipment, TDIndustries, Inc. may store goods or material ready for shipment at Customer's risk and expense.

6 The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which TDIndustries, Inc. shall be liable for, either on its own behalf or on behalf of Customer, or otherwise, with respect to any equipment, goods, material or service covered by this proposal, shall be in addition to the prices set forth herein and shall be paid by Customer.

7 If the equipment, goods or material furnished hereunder requires the use of water or steam, recirculated or otherwise, TDIndustries, Inc. shall not be liable for the effect of its physical or chemical properties upon said equipment, goods or material.

8 All skilled or common labor which may be furnished by the Customer shall be considered and treated as Customer's own employees, and Customer agrees to fully protect and indemnify TDIndustries, Inc. against all claims for accidents or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.

9 No oral representations are binding upon TDIndustries, Inc. unless reduced to writing and signed by an authorized representative of TDIndustries, Inc. All changes to this contract must be in writing.

10 Effective November 1, 2020, all credit card transactions with TDIndustries, Inc. will include a surcharge fee of 3% of the total transaction amount. This fee does not exceed our cost of acceptance.