Carrier	Carrier West		LOHMILLER & CO 930 North Newport Road Colorado Springs, CO 80916 (P) (720) 203-1981		
Proposal					
Project Name: Au	ugustana Lutheran Church	Bid Date:	10/25/2023		
Location: De	enver, CO	Expiration Date:	01/18/2024		
Attention:		Proposal Number:	1223ACUN0524		

We propose to furnish the equipment listed below at the prices stated and are in accordance with the terms, prices, and conditions, which are stated below and are a part of this quotation.

Mark For	Qty	Model Number	Description
	1	30RC-1525S056-D08	AIR-COOLED SCROLL CHILLER 208/230-3-60 152 Tons STANDARD TIER VARIABLE SPEED FAN (6-POLE) SSV OPTION BPHE, SUCTION LINE INSULATION BACnet IP STD COMPR. STD COMPR. STD SOUND COIL HEADER COVERS + GRILLES (SIDES) + HAIL GUARD (ENDS) HIGH SCCR (65kA, 3) COIL HEADER COVERS + GRILLES (SIDES) + HAIL GUARD (ENDS) HIGH SCCR (65kA, 3) MCHX COIL BPHE EVAP PIC6 + EMM + REMOTE CONNECTIVITY WITH ETHERNET SWITCH RAPID RESTART YES PRVS BPHE, EVAPORATOR HEATER SINGLE POINT WITH DISCONNECT Services: Start-up 4 hrs owner training 2-5 year extended compressor warranty(parts only) First year labor warranty Phase mintor Exclusion: circuit protection
		Scroll Total(excluding tax):	\$137,110.00
Screw	1	30XV-1405HL23Q3D2	<ul> <li>Variable Speed Air-Cooled Screw Chiller</li> <li>208/230-3-60</li> <li>140 Tons</li> <li>High Tier</li> <li>Coil Trim Panels + Security Grills (Sides) + Hail Guards (End)</li> <li>MCHX R-513A</li> <li>7 Touchpilot, EMM, GFI</li> <li>Comfort Cooling Charge(R-513A)</li> <li>Single Point No Disconnect</li> <li>Flooded Evaporator, 2 pass, with heater for Brine Application, Comfort Cooling</li> </ul>

	<ul> <li>Suction Line Insulation - Insulation is tubular closed-cell insulation. This option is recommended for areas of high dew, pointswhere condensation may be a concern</li> <li>Remote Connection IP</li> <li>Standard Compressor</li> <li>Control Transformer - Main power source supplies control circuit (line power voltage to 115VAC)</li> <li>STANDARD</li> <li>Standard SCCR</li> <li>Isolation Valve(s) - Provides additional refrigerant isolation capability, and specific details are dependent upon which, evaporatortype is selected</li> <li>Sound/Capacity Optimization - customized programming for lower sound targets or specific capacity requirement</li> <li>Fixed Speed Condenser Fans (Std) / Variable Speed Fans (Mid and, High-Tier) #/'20This configuration does not offer low ambient head, pressure control, Services: Start-up</li> <li>A hrs owner training</li> <li>2-5 year extended compressor warranty(parts only)</li> <li>First year labor warranty</li> </ul>
	Demand kW may need to be determined indirectly
	Disconnect switch by others
Screw 1	(excluding tax): \$185,809.00

## Pricing

Pricing is excluding sales tax

Please note the following clarifications in this proposal:

Wiring diagrams are not color coated. Warranty Start 6 months after shipment or on day of start-up, whichever comes first Order is FOB factory

**Exclusions:** NEC-2017 (Carrier is 5k SCCR Standard), Seismic certifications, BAS/DDC Controls, Startup or Owner Training, Project Commissioning or Commissioning Assistance, Vibration Isolation, Seismic or Wind Calculations, PE Stamps or Calculation, Equipment Pads, High Interrupt SCCR Ratings, Refrigeration Line Sets, Thermostats and other Sensors, Sound Attenuators, Local Delivery from our Warehouse, Items or Controls other than mentioned above

ANDREW CUNNINGHAM LOHMILLER & CO ACunningham@CarrierWest.com

## **Terms and Conditions**

The following terms and conditions are automatically incorporated into every invoice, proposal, request for proposal and contract involving products sold or leased by Lohmiller &Company, an independent distributor of products of Carrier Corporation (the "Company".) The prices quoted by the Company reflect and depend upon the applicability of these terms and conditions. No offer, acceptance or otherwise is binding on the Company unless signed by the President or a Vice president of the Company, in writing. The placing of an order, whether oral or written, or the acceptance of delivery, shall be deemed to constitute acceptance by the customer of these terms and conditions.

**Term Payment and Prices** - All prices are quoted on a net cash basis without discount. All orders are subject to credit approval, and the company reserves the right to require full or partial payment prior to delivery. Payment on all shipments is due and payable in full, on the 20th of the month following the month of invoice. (Net 20th Prox.) Invoices which have not been paid in full by the due date will be subject to a monthly finance charge of 2% per month (or the maximum rate allowed by law, if less.) All quotations shall have no bearing on prices which may be quoted on subsequent projects or jobs. Unless a written quotation specifically indicating that prices are firm shall have been issued by the Company and accepted by the customer within 30 days from the date of issue, all quoted prices shall be deemed estimates only and merchandise will be billed at prices in effect at time of shipment. All quotations automatically expire 30 days after issue. The customer will pay all costs of collection, including a reasonable attorney's fee, in the event of non-payment by the customer any amounts due. The customer hereby grants to the Company a security interest in all goods purchased by the customer, to secure any unpaid amounts, and customer hereby appoints the Company as the customer's attorney-in-fact to execute and file one or more financing statements to perfect this security interest.

**Taxes** - Quoted prices do not include sales, use, gross receipts, excise or other city, county, state, federal and other taxes. Such taxes will be added to invoices and will be paid by the customer unless the customer provides the Company with an acceptable tax exemption certification.

**Risk of Loss** - All merchandise shall be shipped at the customer's risk, f.o.b. the factory or the warehouse (as applicable,) and the Company shall not be liable for loss or damage to merchandise after delivery to the carrier. It shall be the responsibility of the customer to file claim with the carrier for any loss or damages in transit.

**Force Majeure** - The Company will at all times attempt to supply the best possible estimates of shipping and delivery dates, but the Company shall not be liable for delays or defaults in shipping merchandise pursuant if such delays or defaults are due to acts of God or the public enemy; acts of the government of the United States or any state or political subdivision thereof; fires, floods, explosion or other catastrophes; epidemics or quarantines; strikes, slowdowns or other labor trouble; freight embargoes; unusually severe weather; or other causes beyond the control and without the fault or negligence of the Company.

**Errors** - Stenographic, clerical, illustrations and specification errors contained in any quotations are subject to correction and modification. **Returns** - Merchandise may be returned only for credit, and in any event only in compliance with the following return policies; merchandise must be returned within 20 days after the date of delivery to the customer; all returned merchandise must be delivered to a point specified by the Company, with freight and other return costs prepaid by the customer; fabricated material, special orders, non-stocked items, and obsolete or damaged merchandise, may not be returned; and a handling charge will be assessed on all returned merchandise.

**Specifications and Substitutions** - The Company makes every effort to supply product and/or accessories to meet specifications. When the Company products are not called out by brand name, and substitutions are made, they are offered as an unsolicited alternate and without guarantee of acceptance by the specifying authority or ultimate end-user.

Supervision - No job or project supervision of any kind is expressed, implied or contracted for by the Company unless it is specifically called out and detailed by the Company.

## Limitations on Warranties and Liabilities

(a) The Company shall ensure that the customer is eligible for the standard manufacturer's warranty on every product sold. Complete information regarding this coverage is included with the product or is available from the Company upon request. The customer shall not be eligible for any warranty coverage, however, if the customer's account is delinquent.

(b) THE FOREGOING WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Greater warranty protection may be available from the Company and/or Carrier Corporation, at extra cost, if requested by the customer. The customer is responsible for understanding and complying with any environmental laws and regulations applicable to the products sold.

(c) The customer's remedies against the Company, if any, shall be limited to repair or replacement of any defective or non-conforming products. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR PERSONAL INJURIES, PROPERTY DAMAGE, OR ANY INCIDENTAL,

CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING IN CONNECTION WITH THE USE, MISUSE OR INABILITY TO USE ANY PRODUCT. The exclusions apply regardless of whether such damages are sought based on breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. Should the Company nevertheless be found liable for any damages, they shall be limited to the price of the products purchased.

Accepted By:	Proposal Date:	12/19/2023
Name:	Proposal Number:	1223ACUN0524
Title:	PO Number: *	
Company:	Project Name:	Augustana Lutheran Church
Date:	Ship To:	

\* No terms, conditions or provisions of the referenced Purchase Order are incorporated into this Agreement.