

April 29, 2021

Mr. Joe Bayne  
Project Manager / 99<sup>th</sup> – Region 2  
5285 Shawnee Road, Suite 510  
Alexandria, Virginia 22312

Reference:      Proposal Number: Q75227488691  
                    Subject: Delta Controls Upgrade REV 3  
                    Project Location: Armed Forces Reserve Center, New Windsor, NY

Dear Joe,

Thank you for giving EMCOR Services New England Mechanical (NEMSI) the opportunity to provide a quote for the above referenced project.

**The scope of our work will include materials and labor for the following:**

- Provide (1) Delta JACE 8000
  - Provide new graphics based on existing
  - Provide 3 year license maintenance
- Provide Rev 3.40 firmware upgrade for 62 controllers
- Review DDC programming for proper operation
  - Will submit a list of recommended repairs
- Review existing VFD programming
  - Will submit a list of recommended repairs
- Provide up to 4 hours training
- Provide 1-year warranty on labor and material
- Travel expense is included

**Clarifications and/or Exclusions:**

- Repairs to existing equipment is excluded
- Davis Bacon Wages are included
- All labor performed during normal business hours (M-F, 7:00 am – 4:00 pm)

**NEMSI's price on this project is **\$56,795.00, excluding applicable taxes****

Labor: \$51,594  
Material \$5,201

**ADD Alternate 1: Furnish (1) Windows Laptop P.C.**

- The Laptop is meant to be used for access to the Delta Controls system via web browser

**NEMSI's price for Alternate 1 is **ADD \$1,500.00** to the base project price, **excluding applicable taxes****

Our pricing is valid for thirty (30) days from the date of this quote. However, due to the volatility of the commodities market, some material items such as copper, steel, wiring, etc. are subject to re-pricing on the day of acceptance.

This project will be invoiced on an “in progress” basis and is payable within thirty (30) days of invoice date. Please see terms and conditions attached.

Thank you for the opportunity to work with you on this project. Please feel free to call with any questions.

Sincerely,



Michael Handfield  
Vice President  
Building Automation and Controls  
[handfield@nemsi.com](mailto:handfield@nemsi.com)

*Approved:* \_\_\_\_\_

*Print Name:* \_\_\_\_\_

*Title:* \_\_\_\_\_

*Date:* \_\_\_\_\_

*Purchase Order #:* \_\_\_\_\_

MH:lg

## **Terms and Conditions**

### **Service Projects & Installations**

1. Services provided under this agreement will be performed during normal working hours.
2. The guarantees and services provided under the scope of this agreement are conditioned upon customer properly operating and maintaining systems / equipment. Customer will do so according to industry-accepted practices and in consideration of EMCOR Services New England Mechanical (NEMSI) recommendations.
3. Customer will provide and permit reasonable means of access to all equipment. NEMSI will be allowed to start and stop equipment as necessary to perform its services.
4. Customer agrees to pay invoices within thirty (30) days of receipt. Any fees, payments, reimbursements or credits owing to either party pursuant to this Agreement not paid when due shall accrue simple interest at the rate of one and one-half percent (1-1/2%) per month, but in no event to exceed the highest lawful rate of interest, calculated from the date such amount was due until the date payment is received by the party to whom debts are owed. NEMSI reserves the right to cancel this and / or stop work under this agreement without notice, should payment become ten (10) days past due.
5. At its prevailing rates or at negotiated lump sum prices, NEMSI will perform work not covered by this agreement. This shall include responding to abnormal conditions for systems and equipment not covered by this agreement, change in scope of work and/or undeclared or hidden conditions. Repairs or replacements necessitated by reason of customer negligence or misuse are not included.
6. In the unlikely event of failure to perform its obligations, NEMSI's liability is limited to repair or replacement at its option and such shall be customer's sole remedy. Under no circumstances will NEMSI be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of customer's tenants or clients, or any special, indirect or consequential damages.
7. The Agreement does not include responsibility for system design deficiencies, such as, but not limited to, poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, and equipment beyond its serviceable life.
8. NEMSI will not be liable for delays or failure to obligate due to fire, flood, strike lockout, freezing, and unavailability of material, riot, acts of God, or any cause beyond reasonable control.
9. Work necessitated by present or future requirements by government or insurance laws and or requests is not included.
10. Only NEMSI's personnel or agent are authorized to perform the work included in the scope of this Agreement. NEMSI may, at its option, cancel this Agreement should non-authorized individuals perform such work.
11. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to reasonable collection fees or all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
12. In addition to the prices quoted, customer shall be responsible for all taxes applicable to the services and / or material provided here under.
13. All labor prices quoted in this agreement shall remain firm for a period of thirty (30) days from the proposal date shown on page one.