



EMCOR Services New England Mechanical
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www.nemsi.com

August 21, 2020

Mr. Steve Miller
CMI Management Inc.
5285 Shawnee Rd. Suite 510
Alexandria, VA 22312

Reference: Proposal Number: Q161248108540
Subject: Change Order for Liebert Condenser Replacement Project
Job Location: NY128, 1001 Kings Hwy., Saugerties, NY 12477

Dear Mr. Miller:

Thank you for giving EMCOR Services New England Mechanical (NEMSI) the opportunity to provide a quote for the above referenced project. The change order details are provided below on page 1, and per your request I've included the detail of the original work for you as well on page 2. Clarifications and exclusions for both phases of work are on page 2.

Change Order:

The scope of work for the change order will include materials and labor for the following:

- Pump down refrigerant and isolate Liebert air handler
- Remove and replace both Liebert air handler filter driers
- Re-pressurize system
- Test and place system back into normal operation

NEMSI's price on this change order is **\$1,700.00, excluding applicable taxes**. Our price is valid for thirty (30) days from the date of this quote. However, due to the volatility of the commodities market, such as copper, steel, wiring, etc., some material items will be subject to re-pricing on the day of acceptance. See price breakdown below.

Parts Total: \$277.00

- Filter drier: (2x\$90) = \$180.00
- Freight: \$70.00
- Piping: \$27.00

Labor: One (1) Technicians @ 9 hours /Truck & Travel Charges \$1,423.00

Completed Work:

The completed scope of work included materials and labor for the following:

- Removed and replaced Liebert condenser, and filter drier
- Reconnected to existing refrigerant line and electrical
- Nitrogen pressure tested and charged with refrigerant
- Tested and placed system back into normal operation

NEMSI's price on this completed project is **\$21,625.00, excluding applicable taxes**. See price breakdown below:

Continued on next page

August 21, 2020
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Q161248108540
Page 2 of 3

Parts Total: \$17,156.00

- Liebert Condenser: \$15,491.00
- Piping: \$225.00
- Filter drier: (2x\$45) = \$90.00
- Freight: \$450.00
- Refrigerant: \$900.00

Labor: Two (2) Technicians @ 14 hours each /Truck and Travel Charges: \$4,469.00

Clarifications and/or Exclusions for both phases of work:

- Davis - Bacon Wages Contract rate of \$155.00 per hour
- Travel will be billed at standard contract rate of \$108.00 an hour
- This proposal includes up to \$800.00 of refrigerant
- Additional refrigerant will be billed separately
- This proposal is based on work being performed during normal work hours: Monday - Friday 8:00a.m.- 4:30p.m.

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

Sincerely,



Timothy C. Robbins
Service Project Sales
518-782-5011, Ext 4115
trobbins@nems.com
TR:tl

Approved: _____
Print Name: _____
Title: _____
Date: _____
Purchase Order #: _____

TERMS AND CONDITIONS

1. Contractor will perform the services ("Services") set forth in the attached proposal ("Proposal").
2. Contractor will perform the Services during normal working hours, Monday through Friday, from 8 AM to 5PM, unless specified otherwise in writing by Contractor. If Customer requests that Contractor provide Services on an expedited basis and/or outside normal working hours, Customer shall pay all additional charges for freight, labor, or materials according to Contractor's established rates and fees.
3. If Contractor determines that other work beyond the Services is required, such work shall not constitute a part of the Services, and Contractor will provide Customer with a quotation for such work.
4. Customer agrees to (i) provide safe and reasonable access, and any other assistance as is reasonably necessary, so that Contractor can perform the Services and (ii) remove and replace/refinish any part of the work site that must be disturbed so Contractor can perform the Services.
5. Contractor shall not perform any service that concerns hazardous materials, and shall have no responsibility for remediation, accumulation, storage, transportation, or disposal of any hazardous materials generated by Customer or present at the work site.
6. Contractor shall not be required to perform any Services where hazardous materials are present or where Contractor suspects the presence of hazardous materials, and Contractor immediately may stop providing Services in either instance and notify Customer of the circumstance giving rise to the stoppage.
7. Customer agrees to pay Contractor the lump sum or time and materials rates set forth in the Proposal, and all excise, sales, use, occupation or other similar taxes connected with Contractor's performance of the Services.
8. Customer's payment is due net 30 days from date of invoice, and late payment to Contractor shall be subject to interest at the rate of one and one-half percent (1½ %) per month, not to exceed the maximum amount allowed by applicable law. Contractor may cease providing Services, including warranty services, if Customer fails to make any payment that is due and owing.
9. Materials provided will be free from defects for one (1) year from the date of the Services or to the extent of the manufacturer's warranty, whichever the lesser. Workmanship provided will be good and of a workman-like standard for sixty (60) days from the date of the Services. During the applicable warranty period, Contractor promptly shall repair or replace, at its sole option and at its own expense, any defective materials or workmanship during normal working hours (for defective materials, Contractor only will provide (i) warranty coverage to the extent that Contractor is able to enforce liability against the manufacturer and (ii) necessary labor at its own expense for sixty (60) days from the date of the Service and during normal working hours). Customer's sole and exclusive warranty is the repair or replacement set forth herein. If Customer requests that Contractor provide warranty services on an expedited basis and/or outside normal working hours, Customer shall pay all additional charges for freight, labor, or materials according to Contractor's established rates and fees.
10. Contractor's warranty applies only to materials and workmanship furnished by Contractor. Contractor's warranty shall be null and void if (i) Customer fails properly to operate and maintain equipment and/or the system for which Services were provided, (ii) acts of vandalism or other alterations or modifications occur that affect the equipment and/or the system for which Services were provided, or (ii) Customer subsequently has another contractor provide goods or services that affect to the Services.
11. Contractor shall not be liable for any delay, or loss or damage arising therefrom, and shall be entitled to additional time for the Services, if the delay is caused by an occurrence beyond the reasonable control of Contractor.
12. Contractor is not responsible for equipment and/or system design deficiencies, obsolete equipment or systems, equipment or systems beyond serviceable life, or electrical failures, and Customer shall remain obligated to pay for Services if the Proposal properly was performed but the Services do not remedy the condition giving rise to the Proposal because of the foregoing.
13. Contractor shall not be liable for operation of any equipment or system, nor for injury to person or damage to property, except to the extent such injury or damage is caused by the negligent acts or omissions of Contractor, and only to the proportionate extent of Contractor's negligence.
14. Under no circumstances, whether arising out of contract, tort (including negligence), strict liability, warranty or otherwise, shall either party be liable to the other for special, indirect, incidental, consequential, exemplary or punitive damages of any nature.
15. In no event shall Contractor's aggregate liability to Customer exceed an amount that is the lesser of (i) the amount of the Proposal or (ii) the cost to Contractor to repair or replace the item giving rise to the claim.
16. This Proposal shall be governed by the laws of the State where the Services are performed, without giving effect to its conflict of laws provisions. Any action concerning the subject matter of this Proposal shall be commenced in the State court of such State, which shall have exclusive jurisdiction over such action. Any such action shall be submitted TO THE COURT ONLY for resolution, WITHOUT TRIAL TO A JURY. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY SUCH ACTION.
17. Contractor shall be entitled to all fees and costs, including reasonable attorney's fees, incurred by it in any action to collect amounts due to it from Customer.
18. By signing the Proposal, Customer authorizes Contractor to perform the Services and agrees to these Terms And Conditions and those set forth in the Proposal. Customer further agrees that the Proposal and these Terms And Conditions constitute the parties' entire agreement, and any other documents generated or provided by Customer are intended only to create payment authority for Customer's internal purposes. No such Customer documents shall form a part of this agreement, or constitute a counteroffer, amendment, modification, or revision, and hereby are rejected by Contractor.