



New England Mechanical Services, Inc.  
4 Airport Park Boulevard  
Latham, NY 12110  
Phone: 518.782.5011  
Fax: 518.782.5013  
www.nemsi.com

May 19, 2023

Mr. Joe Bayne  
CMI Management Inc  
910 Raz Avenue  
New Windsor NY 12553

Reference:      Proposal Number: Q16121717060  
                    Subject: Further Troubleshoot Air handlers (AHU)  
                    Location: 910 Raz Avenue New Windsor NY 12553

Dear Mr. Bayne:

Thank you for giving New England Mechanical Services, Inc. (hereinafter NEMSI) the opportunity to provide a quotation for the above referenced project.

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

- Remove and replace failed fuses and relays
- Further troubleshoot electrical issues in AHU 2,3 and 4
- Test and place system back into normal operation

**Clarifications and/or Exclusions:**

- Davis - Bacon Wages Contract rate of \$225.00 per hour
- Travel will be billed at standard contract rate of \$150.00 an hour
- Further repairs may be need and quoted separately
- Includes incurred time from Service Order 167001422
- This proposal is based on work being performed during normal work hours:  
Monday –Friday 8:00a.m.–4:30p.m.

**NEMSI's Budget** on this project is **\$7,385.00, including applicable taxes**. Our price is valid for five (5) 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 day of acceptance.

We thank you for the opportunity to submit our proposal for this project and look forward to your authorization to proceed.

**Parts Total: \$1,000.00**

- Fuses: = \$220.00
- Relays: \$780.00

Labor: Two (2) Technicians @ 10 hours each /Truck and Travel Charges = \$4,330.50  
Incurred: One (1) Technicians @ 8.5 hours /Truck and Travel Charges = \$2,054.50

Sincerely,

Timothy C. Robbins  
Service Project Manager  
518-782-5011, Ext 4115  
[trobins@nemsi.com](mailto:trobins@nemsi.com)  
TR:

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.