



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

October 22, 2019

Mr. Joe Bayne
Stewart AFRC
910 Raz Ave.
New Windsor, NY 12553

Reference: Proposal Number: Q75217487616
Subject: Repair ERV

Dear Mr. Bayne:

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:

- Remove and replace failed OEM contactor
- NY State Prevailing Wage Rates
- Place system back into normal operation

Clarifications and/or Exclusions:

- This proposal is based on work being performed during outside normal work hours:
Monday - Friday 8:00am - 4:30pm

NEMSI's price on this project is **\$1,262.00, 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, some material items such as copper, steel, wiring, etc. are subject to re-pricing on 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,

A handwritten signature in blue ink, appearing to read "Timothy C. Robbins".

Timothy C. Robbins
Service Project Sales
518-782-5011, Ext 4115
trobbsins@nemsi.com

TR:lg

Approved: _____

Print Name: _____

Title: _____

Date: _____

Purchase Order #: _____

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 is 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 due to 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 agents 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.