

SELECT

MECHANICAL SERVICES INC.

April 9, 2021

Emanuel Synagogue
160 Mohegan Dr
West Hartford CT 06117

RE: Removing and replacing 2 Two York RTU's (1) 40 Ton unit that serve the Sanctuary and (1) 15 Ton unit that serve the social hall.

Thank you for the opportunity to quote you on the following:

Scope of Work:

- Disconnect and remove existing Units.
- Set new units:
- (1) Carrier Model # 48TCFD17E3A5-6W0G0 15 Ton nominal capacity unit with gas heat.
- (1) Carrier Model # 48A2E040BQ-541FF 40 Ton nominal capacity unit with gas heat.
- Connect to existing Duct work.
- Replace disconnect switches and wire high voltage to units.
- Wire into the controls.
- Set limits on supply fan for max performance.
- Start and test units.

Note: Excluded from quote, structural steel work any walkways or railings would be done by others.
Roofing to seal duct connections done by others.

Price: \$ 124,930.00 + 5,000 ROOFING GUESSIMATE
Excludes any permit fees.
Terms: 30% down Payment progress billing.
Warranty: One year on workmanship, Manufacture warranty on equipment

*NEAR
FUTURE WORK*

Customer Information:

Select Mechanical Services Inc.:

Accepted By: _____

Accepted By: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO #

S1-040451

I-6408

RE: RTU replacement

Ray Brodeur <rbrodeur@select-mech.com>

Mon 4/12/2021 2:33 PM

To: Howard Smith <howsmi999@outlook.com>

Howard,

The units are in poor condition they would be best served sooner than later. The base pans are starting to rot through and they are beyond the normal useable life span. I would look at the next year two at the most, you may be doing this replacement under duress. I am actually curious as to what they look like from the inside. I know the heat boxes for the flue has no metal left. The units will be looked at when we perform the first in Maintenance we can give you a better educated opinion then.

Thank You,

**Raymond Brodeur****Service Manager****550 North Main St. Suite C2-1****Southington CT 06489****Office Phone (860)681-6818****Cell Phone (860)790-1231****Email rbrodeur@select-mech.com**

From: Howard Smith**Sent:** Monday, April 12, 2021 2:26 PM**To:** Ray Brodeur**Cc:** Kobi Benita; Rick Lasker; Alan Goodman**Subject:** Re: RTU replacement

Thanks Ray - it's good that I didn't guess at this one.....think they will go 5 years (for future planning)?

Howard

From: Ray Brodeur <rbrodeur@select-mech.com>**Sent:** Monday, April 12, 2021 9:29 AM**To:** Howard Smith <howsmi999@outlook.com>**Cc:** gary@select-mech.com <gary@select-mech.com>**Subject:** RTU replacement

Good Day Howard,

Attached is the quote to replace the two RTU's on the dunnage. This is no easy task due to the duct configuration and labor involved. If you have any questions please feel free to ask.

Thank You,



GENERAL CONDITIONS

THE FOLLOWING GENERAL CONDITIONS SHALL BE CONSIDERED A PART OF THIS CONTRACT:

1. Seller guarantees the equipment and workmanship of the apparatus furnished under this contract, and will replace or repair any defects not due to ordinary wear and tear, or to improper use of maintenance, which, may develop within one year from the date of completion. Seller further agrees to replace any refrigerant lost during that period, caused by defects in the installation and not due to improper use or maintenance.
2. Seller's liability resulting from design, manufacture and erection of equipment, whether on warranties or otherwise, shall be limited to the cost of correcting defects in the installation, as further provided herein. In no event, shall Seller be liable for consequential damages.
3. Unless otherwise agreed, it is understood that work will be performed during regular working hours. If overtime work is mutually agreed upon and performed, the additional price, at Seller's usual rates for such work shall be added to the contract price.
4. Buyer shall provide Seller's workmen a safe place in which to work and Seller shall have the right to discontinue work when, in the Seller's opinion this clause is being violated. Seller shall not be liable for any delay, loss or damage caused by such delay.
5. On deliver of equipment by the Seller, or any part thereof, to the premises of Buyer, Buyer shall assume risk of loss or damage to such equipment and shall cause same to be insured in all respects against loss or damage in an amount to protect interest of Seller. Cost of insurance is to be paid by Buyer.
6. In the event that the material incorporated in this contract is ready for delivery and installation, and Buyer is unable to receive same, Seller shall have the right to bill Buyer for the amount of the material in accordance with the terms of the contract and also to provide suitable storage and insurance at the Buyer's risk and expense.
7. Seller shall not be held responsible or liable for any loss, damage, detention or delay caused by accidents, strikes lockouts or by any other cause which is unavoidable or beyond the Seller's control.
8. Title to the equipment remains in Seller until payment of the entire purchase price and all sums due Seller under this contract are fully made. All equipment, whether affixed to the realty or not, shall remain personal property and be deemed severable without injury to the freehold. Buyer shall do whatever may be required to maintain Seller's Title.
9. In the event of default of payment of any installment of failure to perform any terms or conditions of this contract, or in the event that a proceeding in bankruptcy or insolvency by instituted by or against Buyer, or if equipment is misused, illegally used, or imperiled, then at Seller's option the entire unpaid balance shall become immediately due and payable without notice or demand and in such cases Seller may enter the premises and retake, remove and hold or resell the equipment or any part thereof at either private or public sale.
If the unpaid balance plus 1.5% * interest is not satisfied by the proceeds of such sale after deducting the expenses of retaking, repairs necessary to place the equipment in salable condition, storing, taxes, liens, attorney's and collection agency's fees and other expenses in connection therewith, Buyer shall pay any deficiency as liquidated damages for breach of this contract. Seller shall retain all lien rights upon premise on which the installation is made, to the extent of the unpaid balance, until final payment is made.
10. Should Seller be delayed by reason of any default on the part of the Buyer of the terms and conditions of this contract, the entire contract price, less payments therefore made, shall become due and shall bear interest from the date of bill as shown below.
11. Buyer shall be responsible for structural ability of the premises to contain the equipment in the manner and location specified in the contract or shown on drawings, and Seller shall not be liable for any failure, or damage resulting from such failure, of premises due to such structural deficiency
12. Buyer shall keep equipment free from taxes and encumbrances, shall not remove said equipment from premises, without written permission of Seller and shall not transfer and interest in said equipment or in this contract without written consent of Seller until all payments due hereunder have been made.
13. Any price or prices herein set forth shall be increased in an amount or amounts equal to the tax or taxes which may be assessed on the equipment supplied hereunder, or which may be due or become due from seller or which Seller may be required to pay with respect to this contract as a result of any excise, sales use, occupation, or similar tax not now in effect but hereafter imposed or made effective by the United States Government or and state or local government.
14. Upon completion of the installation, Seller shall fully instruct the Buyer in regard to operation and maintenance. If for a period of ninety (90) days immediately after equipment supplied hereunder is installed, Buyer fails to notify Seller in writing of any claim that the said equipment as supplied does not fulfill the terms and conditions of this contract, specifying in what particulars it fails, this shall be an acknowledgment by Buyer that said equipment as supplied does fulfill said terms and conditions, and shall constitute a complete acceptance of the installation.
15. Buyer shall not assign this contract or any rights thereunder without Seller's written consent.
16. This proposal when signed and accepted by the Buyer and approved by an authorized representative of SELECT MECHANICAL SERVICES INC. shall constitute exclusively the contract between the parties and all prior representations or agreements whether written or verbal, not incorporated herein are superseded.
17. This contract is not valid unless approved by duly authorized representative of SELECT MECHANICAL SERVICES INC.
18. In case of default of any terms of this contract, the purchaser shall be liable for reasonable attorney's fees and all costs of collection, including court costs.
19. * 1.5% interest per month.

PO Box 918 Southington, Ct. 06489

S1-0404514

Phone 860-681-6408